

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. December 2, 2008

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on November 25, 2008

AWARDS AND PROCLAMATIONS

- Proclamations:
Inclusive School Week
50th Anniversary of the Wichita Police Department Reserve Unit
- Service Awards:
Lawrence E. Schaller (35 years)
Starr L. Moore (20 years, 7 mos)

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

None

III. NEW COUNCIL BUSINESS

1. **Public Hearing on the Expansion of the Center City South Redevelopment District, Tax Increment Financing.** (Districts I and VI)

RECOMMENDED ACTION: Close the public hearing, amend the district plan to allow construction of new parking facilities in the expansion area with TIF-funded costs not to exceed \$10 million, and place on first reading the ordinance expanding the Center City South Redevelopment District.

2. **Public Hearing and Adoption of Renaissance Square Redevelopment Project Plan.** (District VI)

RECOMMENDED ACTION: 1) Close the Public Hearing; 2) Approve first reading of the ordinance adopting Renaissance Square Project Plan; 3) Approve first reading of the ordinance authorizing the TIF-funded improvements and 4) Approve the Development Agreement and authorize the necessary signatures.

3. **Extension of IRB Tax Exemption, Big Dog Motorcycles, Inc.** (District I)

RECOMMENDED ACTION: Extend the tax exemption on Big Dog Motorcycles, Inc.'s IRB bond-financed property for a one-year period and review further extension at the end of year 2009.

4. **Extension of IRB Tax Exemption, Lee Real Estate, LLC/Triumph Aerospace Systems.** (District II)

RECOMMENDED ACTION: Approve extension of the tax exemption on the Lee Real Estate, LLC/Triumph Aerospace Systems IRB bond-financed property for a second five-year period.

5. **Extension of IRB Tax Exemption, Glazer's dba Premier Beverage, Inc.** (District IV)

RECOMMENDED ACTION: Approve extension of the tax exemption on the Glazer's Inc. dba Premier Beverage IRB bond-financed property for a second five-year period.

6. **Resolution Considering a Public Hearing on the Amendment of the Exchange Place Redevelopment Project Plan.** (District VI)

RECOMMENDED ACTION: Adopt the resolution setting a public hearing on December 16, 2008 to consider amendments to the Exchange Place Project Plan and direct the City Clerk to cause the resolution to be published on two consecutive weeks prior to the date set for the public hearing.

7. **HUD Consolidated Plan/One Year Action Plan Funding Categories.**

RECOMMENDED ACTION: Close the public hearing and approve funding categories for the 2009/2010 One Year Action Plan, based on current staff estimates.

8. Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Inwood Crossings Senior Apartments. (District I)

RECOMMENDED ACTION: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, with waiver of the 20% market-rate unit requirement, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

9. KS Aviation Museum Building Upgrades. (District III)

RECOMMENDED ACTION: Approve staff to: 1) initiate Request for Proposals (RFP) not to exceed \$75,000 for design work on Kansas Aviation Museum infrastructure improvements to address ADA compliance including elevator service, restrooms and upgraded electrical/mechanical systems; and 2) require a good faith demonstration of financial commitment by the Kansas Aviation Museum to raise capital funds for the improvements and report their progress back to the Council before commencement of construction.

10. Boundaries of the Big Arkansas River and Bank Area-Ordinance.

RECOMMENDED ACTION: Approve first reading of the Ordinance.

11. Approve Resolution establishing licensing fee structure for Community Events pursuant to Chapter 3.10 of the Code of the City of Wichita.

(PULLED PER LAW DEPT)

12. Amend Chapter 3.11 of the Code of the City of Wichita pertaining to street closures associated with Community Events.

(PULLED PER LAW DEPT)

13. Amend Chapter 3.11 of the Code of the City of Wichita relating to Community Events and repeal Chapter 3.14 pertaining to the Wichita River Festival.

(PULLED PER MAYOR)

14. Exempt Salary Ordinance – Tennis Professional Incentives.

RECOMMENDED ACTION: Adopt the Ordinance and place it on first reading.

15. 2009 State Legislative Agenda.

RECOMMENDED ACTION: Approve the Legislative Agenda.

(9:30 a.m. or soon thereafter)

16. Public Hearing: Repair or Removal of Dangerous and Unsafe Structures (District I)

<u>Property Address</u>	<u>Council District</u>
a. 1327 North Ohio	I
b. 2001 East 21st Street North	I

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of December 2, 2008; (2) the structure has been secured as of December 2, 2008 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of December 2, 2008 , as will be so maintained during renovation.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

1. ZON2008-34 and CUP2008-24 ZON2008-00034 associated with (CUP2008-00024) – Zone change from TF-3 Two-family, B Multi-family, and MF-29 Multi-family Residential to LC Limited Commercial, DP-261 Amendment #1 to add 3.4 acres to the Community Unit Plan and add four parcels, with the expansion area being east and west of Dellrose, north of Orme, on the east side of Pershing extending 50 feet south of the CUP boundary and between Oliver and Glendale extending 120 feet south of the existing CUP boundary (including Eilerts Street right-of-way). (District III)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change and CUP subject to the condition of replatting within one year and the recommended conditions; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to the City Council; OR 2) Return the application to the MAPC for reconsideration

V. CONSENT PLANNING AGENDA (ITEMS 1 AND 2)

1. *SUB 2008-33-Plat River Oaks Mobile Home Park Second Addition located east of Hydraulic and on the north side of 55th Street South (extended). (District III)

RECOMMENDED ACTION: Approve the document and plat, authorize the necessary signatures, and approve first reading of the Ordinance.

2. *SUB 2008-60-Plat of Falcon Falls Fourth Addition located north of 45th Street North and west of Hillside. (District I)

RECOMMENDED ACTION: Approve the document and plat and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Allan Murdock, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA (ITEMS 1 AND 2)

1. *Administration Building Rehabilitation, Supplemental Agreement No. 1, Mid-Continent Airport.

RECOMMENDED ACTION: Approve Supplemental Agreement No. 1 with Richard Kraybill, and authorize necessary signatures.

2. *Wichita Mid-Continent Airport Acquisition of 1544 South Ridge Road.

RECOMMENDED ACTION: Approve the purchase agreement and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. Appointment of Municipal Judge Nominating Commission.

RECOMMENDED ACTION: Appoint members to Municipal Judge Nominating Commission and set ***December 12, 2008*** as the deadline for applications for the Municipal Court Judge position.

XI. COUNCIL MEMBER APPOINTMENTS

- 1.

RECOMMENDED ACTION: Approve the Appointments

XII. CONSENT AGENDA (ITEMS 1 THROUGH 17A)

1. **Report of Board of Bids and Contracts dated December 1, 2008.**

(NO BOARD OF BIDS MEETING FOR DECEMBER 1ST)

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal
Thien Nguyen

2008
Evans Corner Gas and Grocery

(Consumption off Premises)
2828 East 21st North

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates: (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petitions to Renovate Building Facades in the Core Area. (Districts I and VI)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Agreements/Contracts:

- a. Project Access Contract Budget Adjustment.
b. Water Supply Projects - Program Management Services. Supplemental Agreement.
c. Right Turn Only Lane for Southbound Woodlawn at Kellogg. (District II)- supplemental

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Change Order:

- a. Sanitary Sewer Main to serve Edgewater Addition, south of 45th Street North, west of Hoover. (District V)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

7. Property Acquisitions:

- a. Partial Acquisition of 4331 South Meridian; 47th Street - 31st Street Road Improvement Project. (District IV)
- b. Acquisition of 1349 North Minnesota for the Road Improvement Project of East 13th Street. (District I)
- c. Acquisition of Sanitary Sewer Easement for the Main 5 Sewer Sanitary Lateral Line at 5217 West 13th Street North. (District VI)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

8. 2009 Insurance Program.

RECOMMENDED ACTION: Receive, file, and ratify the 2009 Insurance Program, subject to minor modifications and verification of coverage details, approve the contract amendment and authorize the appropriate signatures.

9. HOME Program Funding Agreement Amendment; Power CDC Third Addition. (District I)

RECOMMENDED ACTION: Approve the amendment to the funding agreement extending the project completion period, and authorize the necessary signatures.

10. Home Repair Fund Transfer.

RECOMMENDED ACTION: Approve the transfer of funds from specific housing program categories to the general home repair category.

11. Close Captioning for City of Wichita Cable Television Channel.

RECOMMENDED ACTION: Approve the issuance of RFP.

12. Senior Management Report, October 2008.

RECOMMENDED ACTION: Receive and file the Senior Management Report for October 2008.

13. Police Mounted Unit Stable Rental.

RECOMMENDED ACTION: Approve the contract with Aces High.

14. Victim Advocate Contract with Kansas Legal Services, Inc.

RECOMMENDED ACTION: Approve the Contract

15. Renewal of Contract: Victim's Rights Services

RECOMMENDED ACTION: Approve the Agreement and authorize the Mayor to sign.

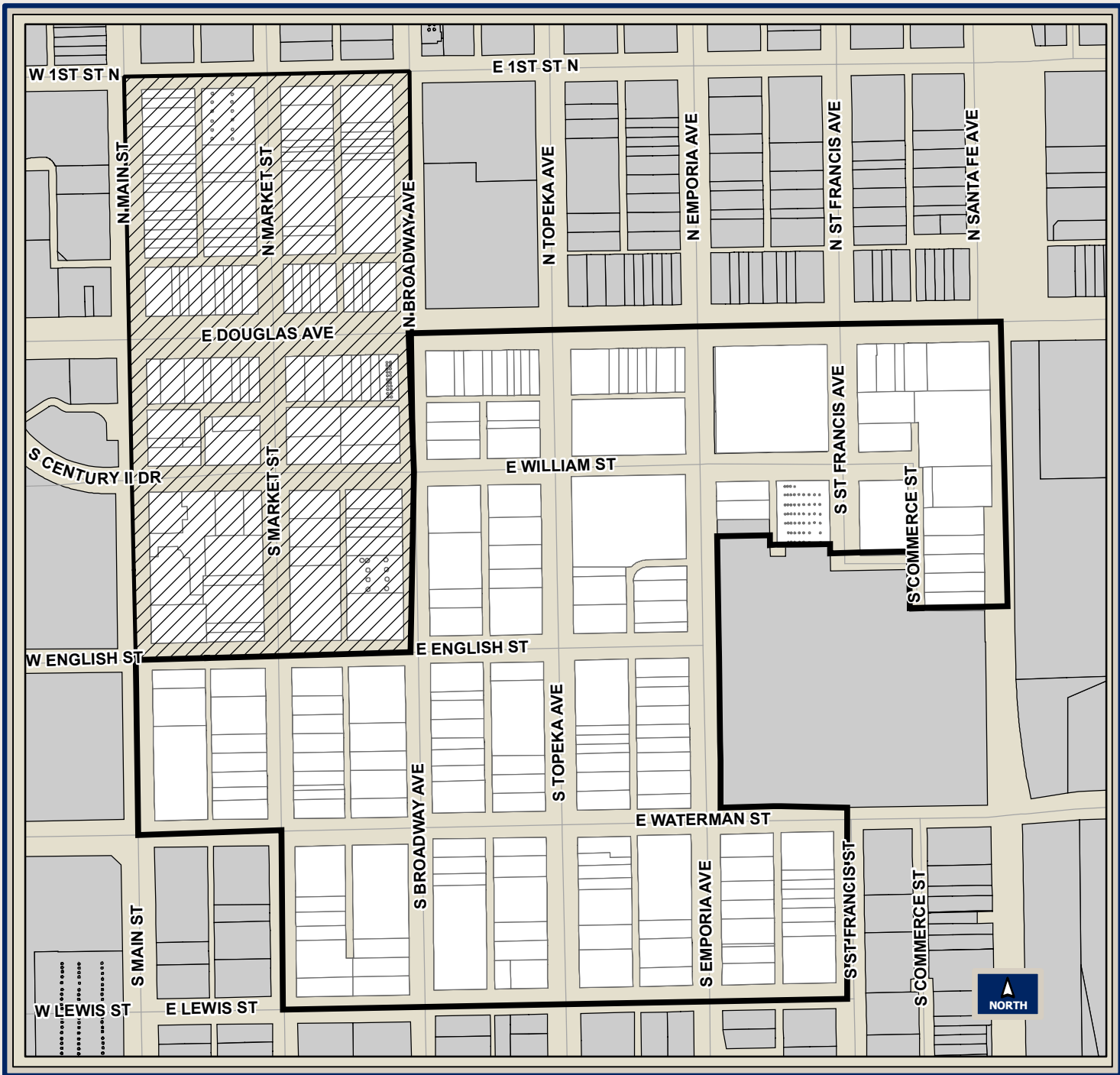
16. Amendment to Banking Services Agreement.

RECOMMENDED ACTION: Approve the amendment Agreement for banking services and authorize the Mayor to sign.

17. Second Reading Ordinances: (First Read November 25, 2008)
a. Second Reading Ordinances. (See Attached)





RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment



Expanded Center City South Redevelopment District

City of Wichita, Kansas

-  Existing District
-  Expanded District
-  Property Parcels outside Redevelopment District
-  Property Parcels inside Redevelopment District

Software: ArcGIS 9.3
 Hardware: Printer: Xerox 7200DN
 Map Data Source: Property Parcels provided by Sedgwick County GIS. Road Centerlines provided by City of Wichita

Friday, October 10, 2008 11:14:48 AM
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It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS per



EXHIBIT B

Legal Description of the Center City South Redevelopment District

All property located in Wichita, Sedgwick County, Kansas within the boundaries beginning at the intersection of the centerline of Main Street and the north right of way line of 1st Street North; thence east to the east right of way line of Broadway Avenue; thence south to the north right of way line of Douglas Avenue; thence east to the east right of way line of Santa Fe Avenue; thence south to the south right of way line of Waterman Street; thence west to the east right of way line of St. Francis Street; thence south to the south right of way line of Lewis Street; thence west to the west right of way line of Market Street; thence north to the south right of way line of Waterman Street; thence west to the centerline of Main Street; thence north to the point of beginning; excluding Lot 1 Block 1 Sedgwick County Arena Addition; and including all street rights of way within such described area.

**City of Wichita
City Council Meeting
December 2, 2008**

TO: Mayor and City Council

SUBJECT: Public Hearing on the Expansion of the Center City South Redevelopment District (Tax Increment Financing) (Districts I & VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading.

Background: On May 8, 2007, the City Council established the Center City South Redevelopment District in downtown Wichita, in order to permit the use of tax increment financing (“TIF”) to pay for certain eligible costs. The boundaries for the redevelopment district are First Street on the north, Broadway on the east, English on the south and Main Street on the west. On August 12, 2008, the City Council adopted an ordinance approving the expansion of the Center City South Redevelopment District for the purpose of providing tax increment financing (TIF) to fund various infrastructure projects needed in the area of Downtown Wichita surrounding the new Intrust Bank Arena. The expanded district’s boundaries were Main Street, properties fronting the north side of Douglas (except in the original area), the Central Rail Corridor (except the Arena property) and Kellogg.

On August 26, 2008, the City Council rescinded the ordinance approving the expansion of the TIF district in response to disapproval by the County Commission. Since then, the Mayor and Vice Mayor have held a series of meetings with the Chair and Vice Chair of the Board of County Commissioners to address the issues raised by the County, which have resulted in a solution that will allow the City to finance specified infrastructure projects. They have agreed to three guiding principles to be incorporated in the attached district plan for the expanded district. First, the boundaries of the expansion area, as described above, have been reduced from the prior expansion boundaries. Second, the district plan stipulates that all future project plans for redevelopment projects located within the expansion area will include a cap of 70% of TIF revenue that can be used to pay for TIF-funded improvements in the expansion area. And third, the district plan lists specific street improvement projects that can be financed with TIF. Any addition to the list of approved projects, including other infrastructure, parking facilities or land acquisition, will require amendment of the district plan with the approval of Sedgwick County and U.S.D. 259.

On October 23, 2008, the City Council adopted a resolution stating its intent to consider expanding the Center City South Redevelopment District. The resolution set 9:00 a.m. on December 2, 2008, or as soon thereafter as possible, as the time for a public hearing before the City Council on the matter. Copies of the resolution, together with a brief plan for redevelopment of the district and a map showing the expanded district’s proposed boundaries, were mailed, by certified mail, to all owners and occupants of property in the proposed district, and to the Board of Sedgwick County Commissioners and the U.S.D. 259 Board of education, according to state law.

Analysis: The new area proposed for the redevelopment district is shown on Exhibit ‘A’ to the attached resolution. The area is bounded on the east by the Central Rail Corridor (except for arena property) and St. Francis Avenue, on the south by Lewis Street, on the west by Market and Main Streets, and on the north by Douglas Avenue and 1st Street North. This is an area that qualifies as a “conservation area”

under the state TIF statutes. State law allows cities to expand a district and add property, provided the city follows the same procedure for public notice and hearing as is required for the establishment of the district. State law also allows cities to establish redevelopment districts in qualified areas and then later identify one or more specific redevelopment projects within the district for purposes of providing tax increment financing to pay eligible project costs.

Tax increment financing allows the increased tax revenue resulting from the redevelopment of property in an area to be reinvested in the project area. Once a TIF district is established and a redevelopment project plan is adopted by City Council, the increment of increased tax revenue is set aside by the County Treasurer, to be used by the City to repay bonds issued to finance certain improvements that are specified in redevelopment project plans. Tax revenue based on the original valuation of the area is distributed to the taxing jurisdictions as usual. After the bonds are finally retired, the property tax increment is distributed to the City, County and School District as normal tax revenue. Multiple projects may be undertaken within a redevelopment district over time. Each redevelopment project must be completed and all bonds retired within 20 years of the adoption of each project plan.

The Board of County Commissioners and the Board of Education for USD 259 will have 30 days following the closing of the public hearing to determine whether expansion of the district will have an adverse impact on them, effectively maintaining the current district size. If the County and School District approve, or take no action in that time, the tax increment financing district boundaries will be expanded.

The City Council will ultimately approve the actual use of tax increment financing by adopting one or more redevelopment plans for the expanded Center City South Redevelopment District that identifies the use of tax increment financing. Any redevelopment plan that identifies projects not identified in the district plan requires amending the district plan, following the same procedures used to establish or expand the district. Once a redevelopment plan is adopted and sent to the County Clerk, the tax increment revenue generated by redevelopment will be set aside and deposited into a special fund for its prescribed use. TIF revenue will continue to be set aside in this way until all TIF-financed improvements have been paid, including the retirement of any TIF bonds.

The attached district plan lists eight street improvement projects located within the proposed expansion area for the TIF District, plus a “wayfinding” signage system, that may be paid for with tax increment financing without further approval by Sedgwick County or U.S.D. 259. Through additional negotiations with Sedgwick County, it is proposed that the list of pre-approved projects be amended to also include “construction of new parking facilities with tax increment funded costs not to exceed \$10,000,000.”

Financial Considerations: The expansion of a redevelopment district will facilitate the use of tax increment financing to pay the cost of public improvements constructed in conjunction with the Intrust Bank Arena. Only if a project is approved, a redevelopment plan adopted, and the specific improvements authorized by Council action, will the tax increment revenues generated in the district will actually be utilized.

Goal Impact: Economic Vitality and Affordable Living, Core Area Neighborhoods and Quality of Life. Redevelopment of blighted areas, and declining areas, are needed to avoid economic stagnation. Business prospects and workers seeking to relocate are attracted to a new city that takes care of its older sections.

Legal Considerations: The ordinance establishing the redevelopment district has been reviewed by the City's Law Department and approved as to form. The City Council may amend the proposed boundaries to reduce the size of the redevelopment district at the time of final adoption of the ordinance.

Recommendation/Action: It is recommended that the City Council close the public hearing, *amend the district plan to allow construction of new parking facilities in the expansion area with TIF-funded costs not to exceed \$10 million*, and place on first reading the ordinance expanding the Center City South Redevelopment District.

Attachments: Ordinance expanding the boundaries of the redevelopment district, with exhibits.

EXHIBIT "C"

DISTRICT PLAN FOR THE REDEVELOPMENT OF THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT THROUGH TAX INCREMENT FINANCING

October 23, 2008

SECTION 1: PURPOSE

A district plan is required for inclusion in the establishment or expansion of a redevelopment district under K.S.A. 12-1771(a). The district plan is a preliminary plan that identifies proposed redevelopment project areas within the district, and describes in a general manner the buildings and facilities to be constructed, reconstructed or improved.

SECTION 2: DESCRIPTION OF TAX INCREMENT FINANCING

Projects financed through tax increment financing typically involve the creation of an "increment" in real estate property tax revenue. The increment is generated by segregating the assessed values of real property located within a defined geographic area such that a portion of the resulting property taxes are paid to the City to fund one or more redevelopment projects in the redevelopment district, and the remaining portion is paid to all taxing jurisdictions. The portion of property taxes paid to the City in this way is determined by the increase in assessed value of the properties within the redevelopment district as a result of the new development occurring within the area. When the aggregate property tax rates of all taxing jurisdictions are applied to this increase in assessed property value, tax increment revenue is generated. Certain improvements within the district may be funded by the City and repaid over a specified period of time with this incremental revenue. The property taxes attributable to the assessed value existing prior to redevelopment, the "original valuation," are distributed to all taxing jurisdictions just as they were prior to redevelopment.

SECTION 3: BUILDINGS AND FACILITIES

The proposed redevelopment district is within the city limits of Wichita, Kansas. The district is generally bounded on the east by the Central Rail Corridor, Emporia Avenue and St. Francis Street, on the south by Lewis and Waterman Streets, on the west by Market and Main Streets, and on the north by Douglas Avenue and 1st Street North. Property owned by Sedgwick County and used for the Intrust Bank Arena is excluded from the redevelopment district.

The area included in the proposed district qualifies as a conservation area under state law governing the use of tax increment financing. A majority of the buildings in the area are more than 50 years old, many of which were built before 1930. Except for the Douglas Avenue corridor, most of the proposed redevelopment district is less densely developed than the northern part of Downtown Wichita, with more low-rise office, retail and warehouse structures and open parking lots. Over the years, many of the higher-density buildings in the area have been removed, leading to a pattern of under-utilization of property. Many of the surviving older buildings are showing signs of delapidation and need of rehabilitation.

SECTION 4: REDEVELOPMENT

The proposed district is located in an important redevelopment area within the City of Wichita, surrounding the site of the new Sedgwick County Arena, which is located between Emporia Avenue and the railroad tracks, between William and Waterman Streets. The redevelopment of this area has been the object of a major land-use and redevelopment planning project, called the Arena Neighborhood Redevelopment Plan. The Plan identifies and recommends a variety of land uses and infrastructure improvements to influence and guide the redevelopment of the area that is expected as a result of the construction of the arena. The establishment of the proposed redevelopment district will provide an appropriate source of funding to assist the City in providing infrastructure improvements and partnering with private developers in bringing new developments to the area.

The Arena Neighborhood Redevelopment Plan has conceptually divided the redevelopment district into four major redevelopment project areas, each with a distinct redevelopment goal. The *Douglas Avenue Corridor District*

EXHIBIT "C"

project area is located generally in the norther portion of the redevelopment district along Douglas Avenue and for which the redevelopment goal is to be a high intensity business corridor, primarily office and support commercial uses with upper level residential opportunities. The goal of the *English/William Street District* project area which is located generally in the center portion of the redevelopment district along English Street and William Street is to be a walkable urban mixed-use district of primarily commercial and office uses as well as public and residential uses. The *Broadway Neighborhood District* project area which is located generally in the southern portion of the redevelopment district and includes the area from Waterman to Kellogg and from Main to Emporia. Its goal is to redevelop as an urban residential environment with support commercial opportunities serving residents and Kellogg users. The *Commerce Street Arts District* project area which is located generally in the eastern portion of the redevelopment district and is to be a unique experiential arts area with live / work studio opportunities.

It is anticipated that there will be a number of individual redevelopment projects undertaken within the proposed redevelopment district, which will qualify for assistance from tax increment financing. Several are currently in various stages of preparation at this time. Projects will include mixed-use developments, residential, office, retail, entertainment, hotels and other uses. They will include demolition and new construction as well as rehabilitation of existing buildings.

SECTION 5: USE OF TAX INCREMENT FINANCING

Tax increment financing may generally be used for property acquisition, site preparation, utilities, drainage, street improvements, streetscape amenities, public outdoor spaces, landscaping and parking facilities in the redevelopment district; provided, however, that within the expansion area being added to the original Center City South Redevelopment District, which was established on May 8, 2007, by Ordinance No. 47-475, it is the expressed intent of the City of Wichita to limit the use of tax increment financing within the expansion area of the Center City South Redevelopment District to finance the costs of constructing, reconstructing and improving the following street segments, intersections, streetscape improvements, landscaping, lighting and signage projects, including the costs of design, engineering, surveying and inspection:

Market Street, Lewis Street to Douglas Avenue
Topeka Avenue, Lewis Street to Douglas Avenue
Emporia Avenue, Lewis Street to Douglas Avenue
St. Francis Avenue, William Street to Douglas Avenue
St. Francis Avenue, Lewis Street to Waterman Street
William Street, Main Street to Commerce Street
English Street, Main Street to Emporia Avenue
Lewis Street, Market Street to St. Francis Avenue
Wayfinding Improvements including Streetscape Design Manual
Construction of new parking facilities, with tax increment funded costs not to exceed \$10,000,000

In addition to limiting the use of tax increment financing to the above specified improvement projects, the City will stipulate in the project plans for any redevelopment project located within the expansion area that an amount equal to seventy percent (70%) of the tax increment realized from taxpayers in the expansion area shall be allocated by the County Treasurer to the City to finance authorized project costs and the remainder shall be allocated and paid to taxing districts in the same manner as other ad valorem taxes. The limits described in this section shall not apply to redevelopment projects located in the original Center City South Redevelopment District.

SECTION 6: PROJECT PLANS

Per statute, any proposed redevelopment projects will be presented to the Governing Body in segments through the adoption of separate redevelopment Project Plans. Each Project Plan will identify specific project areas located within the established redevelopment district and will include detailed descriptions of the projects as well as a financial feasibility study that shows the economic benefits out-weigh the costs. Project Plans must be reviewed by the Metropolitan Area Planning Commission and submitted to a public hearing following proper notification of property owners and occupants, before they can be adopted by a two-thirds majority vote of the Governing Body.

EXHIBIT "C"

Only then can tax increment income be spent on redevelopment projects.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF FULL FAITH AND CREDIT TAX INCREMENT BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF ACQUIRING REAL PROPERTY, DEMOLITION OF EXISTING STRUCTURES, AND DESIGN AND CONSTRUCTION OF A PUBLIC PARK IN THE CENTERCITY ORGANIZED REVITALIZATION EFFORT (C.O.R.E.) REDEVELOPMENT PROJECT AREA.

WHEREAS, Article 12, Section 5 of the Kansas Constitution empowers cities to determine their local affairs and government; and

WHEREAS, the City of Wichita, Kansas (the "City") desires to promote, stimulate and develop the general economic welfare and prosperity of the City and its environs, to provide for commercial redevelopment of declining areas, avoid economic stagnation and maintain attractive neighborhoods; and

WHEREAS, the proposed Project Plan for the Renaissance Square Project (the "Redevelopment Project"), located within the C.O.R.E. Redevelopment District, has been found by the Wichita Sedgwick County Metropolitan Area Planning Commission to be consistent with the comprehensive general plan for the development of the community, and is under consideration concurrently herewith; and

WHEREAS, the Governing Body of the City has found and determined that it is necessary and desirable, and in the interest and for the general economic welfare of the City and its inhabitants, that the City acquire land to contribute to the Redevelopment Project, demolish the existing structures thereon, and make certain public improvements in the area of the Redevelopment Project; and

WHEREAS, under the authority of Article 12, Section 5 of the Kansas Constitution and K.S.A. 12-1770, *et seq.*, the Governing Body of the City hereby finds and determines that it is necessary and desirable and in the interest and for the general economic welfare of the City and its inhabitants, that full faith and credit tax increment bonds of the City, in an amount not to exceed \$7,800,000, exclusive of the costs of interest on borrowed money, be authorized and issued for the purpose of paying all or a portion of the costs of the land acquisition, demolition and public improvements referred to in the preceding clause,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it is necessary to acquire real property located within the project area of the C.O.R.E. Redevelopment District, to demolish existing structures located thereon, and to design and construct a public park located within the project area of the C.O.R.E. Redevelopment District.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, full faith and credit tax increment bonds (the “Bonds”) under the authority of Article 12, Section 5 of the Kansas Constitution and K.S.A. 12-1770 *et seq.*, to pay all or a portion of the costs of acquiring the property located within the Renaissance Square Project Area, demolishing the existing structures located thereon, and designing and constructing a public park located within the project area of the C.O.R.E. Redevelopment District. The costs of such acquisition, demolition and improvements, or a portion of such costs, shall be paid by the issuance of full faith and credit tax increment bonds as aforesaid in an amount not to exceed \$7,800,000, exclusive of the costs of interest on borrowed money.

SECTION 3. It is hereby further authorized, ordered and directed that in order to temporarily finance the aforesaid costs prior to the issuance of the Bonds as hereinbefore provided, there may be issued temporary improvement notes (the “Notes”), the aggregate amount of which shall not exceed the sum of \$7,800,000, exclusive of the cost of interest on borrowed money, such Notes to be issued from time to time upon subsequent ordinance of the City which shall provide and set forth the details of the Notes, including the fixing of the dates, terms, denominations, interest rates and maturity dates thereof. Such Notes shall be issued and provision shall be made therefor as funds are needed and required for the orderly completion of the aforesaid land acquisition, demolition work and improvements. Any Notes issued under the authority of this Section shall be issued under and will contain a recital that they are issued under the authority of K.S.A. 10-123 and K.S.A. 12-1774, as amended and supplemented, and Article 12, Section 5 of the Kansas Constitution, and shall contain all other usual and required recitals and covenants and be in the form required therefor by said K.S.A. 10-123, as amended and supplemented; and said Notes may be issued in combination with any other temporary notes being issued by the City as shall be determined by the Governing Body at the time of such issuance to be in the City's best interests.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City paper.

PASSED AND APPROVED BY the Governing Body of the City of Wichita, Kansas, this ____ day of _____, 2008.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

**City of Wichita
Centercity Organized Revitalization Effort (C.O.R.E.)
Redevelopment District**

**Renaissance Square
Project Plan**

October 9, 2008

**Prepared by City of Wichita
Office of Urban Development**

I N D E X

1. Comprehensive Financial Feasibility Study
2. Redevelopment District Plan
3. Map and Legal Description of Property to be Redeveloped
4. Relocation Assistance Plan
5. Description of Proposed Redevelopment Project
6. Plan Documents {draft}
7. City Council Ordinances and Resolutions
8. Metropolitan Area Planning Commission Resolution {draft}

*Comprehensive Financing Feasibility Study for the
Renaissance Square Project
within the
C.O.R.E. Redevelopment District
City of Wichita, Kansas*

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PROJECTED REVENUE (BENEFITS)	4
PROJECTED EXPENDITURES (COSTS)	5
CONCLUSIONS	6
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Assumptions Report	EXHIBIT II
Projected Tax Increment Report	EXHIBIT III
Projected Bond Cash Flow Report	EXHIBIT IV

Overview

Sections 12-1770 through 12-1780 of the Kansas Statutes (“the Act”) provide a means for cities to finance all or a portion of public infrastructure and redevelopment costs with incremental real estate and sales taxes. The purpose of the Act is to “promote, stimulate and develop the general and economic welfare of the State of Kansas and its communities, and to assist in the development and redevelopment of blighted areas and deteriorating areas which are not yet blighted, but may be so in the future, located within cities...”.

A city may exercise the powers conferred under the Act provided that the governing body of the city has adopted a resolution finding that the specific area sought to be developed or redeveloped is a blighted area, a conservation area or was designated an enterprise zone prior to July 1, 1992. In addition, the city must find that the conservation, development or redevelopment of such an area is necessary to promote the general and economic welfare of the city.

One or more redevelopment projects may be undertaken within the District. Kansas Statutes require projects to be completed within 20 years from transmittal of the redevelopment project plan pursuant to K.S.A. 12-1776, with the exception of environmental investigation and remediation projects which must be completed within 20 years from the date the City enters into a consent decree with the Kansas Department of Health and Environment or the U.S. Environmental Protection Agency, unless the County and School District have expressly consented to a 10-year extension of the term.

For each redevelopment project undertaken within the District, a redevelopment project plan (“the Project Plan”) must be prepared in consultation with the City Planning Commission. The Project Plan must include the following:

1. A summary or copy of the Comprehensive Financial Feasibility Study.
2. A reference to the statutorily required district plan for the District.
3. A description and map of the area to be redeveloped (“the Project”).
4. The Relocation Assistance Plan (if applicable).
5. A detailed description of all buildings and facilities proposed to be constructed or improved.
6. Any other information the City deems necessary to advise the general public of the intent of the Project Plan.

The Comprehensive Financial Feasibility Study (this document) must show that the benefits derived from the specified redevelopment project will exceed the costs, and that the income therefrom will be sufficient to pay for the applicable project costs. Benefits are determined to be the aggregate revenues of the redevelopment project including increment income, assessment income, interest income, private party contributions and any other available funding sources. Costs are determined to be the total of eligible project expenditures as defined by K.S.A. 12-1770a, including the payment of principal and interest of debt used to finance the redevelopment project.

Pursuant to all the provisions of the Act, the City of Wichita has, by Ordinance No. 47-867 dated April 8 2008, found a portion of the City to be a conservation area and that redevelopment of the area is necessary to promote the general and economic welfare of the City. With adoption of Ordinance No. 47-867, the City established and designated such area as the C.O.R.E. Redevelopment District (“the District”). The District boundaries are shown in Exhibit I. Ordinance No. 47-867 also includes the statutorily required district plan for the redevelopment of the District.

The City is currently considering the adoption of a Project Plan for the proposed Renaissance Square Project (“the Project”) within the designated C.O.R.E. Redevelopment District. The Project consists of the development of a 116 senior, low income and market rate apartments, two seven-story buildings of office and retail space with 32 residential condominium units above each building, 29 brownstone-type row houses, a grocery store and additional office and retail space. Adoption of the Project Plan will allow the City to finance eligible Project costs associated with the redevelopment of the blocks from Central to Murdock and from Topeka to Santa Fe (the “Project Area”) as depicted in Exhibit I. Specifically, the City will reimburse the of purchase land, assist with the site preparation, and provide public improvements, such as streets, utilities and park areas, as its contribution to the Project.

The City will provide public funding, including tax increment financing and special assessment financing, to finance a portion of the costs of acquiring land, demolition and various public improvements. The City will enter into a development agreement with Inner City Development Company, a local development company which will develop, own and operate the Project.

General Description of Tax Increment

Property tax increment financing involves the creation of an increment (increase over a base value) in the real estate taxes that are generated from a defined geographic area of a community. Upon establishment of a redevelopment district, the total assessed value of all taxable real estate within the district for that year is determined. This valuation is referred to as the district's "Original Assessed Value". Property taxes attributable to the district's Original Assessed Value are annually collected and distributed by the county treasurer to the appropriate city, county, school district and all other applicable taxing jurisdictions in the same manner as other property taxes.

As new development occurs within the redevelopment district, the total assessed value of the district, in any given year, will normally exceed its Original Assessed Value. Property taxes generated by applying the sum of the property tax rates of all applicable taxing jurisdictions to the incremental increase in assessed value (over and above the Original Assessed Valuation) is referred to as the "property tax increment". All property tax increment is collected by the County and distributed to the City to be deposited in a special tax increment fund.

Sales tax increment financing involves the creation of an increment (increase over a base value) in the local sales taxes that are generated from a defined geographic area of a community. Upon establishment of a redevelopment district, a base value of local sales tax collections within the district is determined. As new commercial development occurs within the redevelopment district, sales tax collections are expected to increase above the base value. Pursuant to city law governing the use of local sales tax revenue, the City does not intend to collect incremental sales tax revenues as "sales tax increment".

Tax increment funds may only be used to pay for certain statutorily-defined eligible project costs, including principal and interest on debt issued, in whole or in part, to finance eligible project costs within the redevelopment district. Such debt includes notes, special obligation bonds, full faith and credit tax increment bonds, and other debt instruments. The City intends to issue its full faith and credit tax increment bonds to finance Project costs that are eligible for tax increment financing.

Project Description

Prior to the commencement of redevelopment, the District and Project Area included several retail stores, office buildings, single and multi-family housing, warehouse and light industrial buildings and the Wichita Metro High School. Redevelopment will consist demolition of many remaining structures in the Project Area and development of a 36 unit apartment for seniors, two seven-story office/retail buildings with 32 residential condominiums above each, 29 brownstone-type houses, 32 low-income/market rate apartments, renovation of the Judge Wall house into a community center, a grocery store, additional office and retail space along Central, 48 additional apartment units, parking lots and two parking decks behind the businesses along Central.

Projected Revenues (Benefits) Captured Assessed Value

It is the City's intention to use the property tax increment generated by the District to pay the debt service on general obligation bonds issued by the City to finance its contribution to the Project. The property tax increment is based on the District's increase in assessed value over its Original Assessed Value. This increase in value is expected to be recorded in January in the years 2010-2015 and is referred to as the Captured Assessed Value.

The Total Assessed Value for the District as of January 1, 2015 is estimated to be \$11,475,763. The Original Assessed Value of the District, as assessed in January 2008 for taxes payable in 2008-2009, is \$1,329,582, according to data provided by the City of Wichita Geographic Information Service Office. Therefore, the Captured Assessed Value of the TIF District as of January 1, 2015 is estimated to be \$10,146,181.

Property Tax Rates

In order to determine the amount of tax increment generated by the District in any given year, the Captured Assessed Value of the District must be multiplied by the sum of the tax rates for all *applicable* taxing jurisdictions for that year. For taxes levied in 2007 and payable in 2008, the applicable rate is 96.550 mills as shown below. The State of Kansas rate of 1.5 mills and the statewide education levy of 20 mills are not applicable to TIF and have been omitted from the following total:

<u>Jurisdiction</u>	<u>Mill Rate</u> <u>(2007)</u>
City of Wichita	31.979
Sedgwick County	31.333
USD No. 259	<u>33.238</u>
 TIF-Applicable Mill Rate	 96.550

Projected Property Tax Increment

The projected property tax increment generated by the District is shown in column 7 of Exhibit III. Such projections are based on captured assessed values derived from captured assessed valuations and tax rates as previously discussed. It is assumed that Project construction will begin before the end of 2009 and be completed before the end of 2014, and therefore achieve full valuation by January 1, 2015. It is estimated that the full property tax increment will be \$979,614 starting in 2015.

All tax increment shall be allocated and paid by the Sedgwick County Treasurer to the City Treasurer in the same manner and at the same time as normal property taxes. All such taxes increment must be deposited in a special fund of the City for the payment of eligible redevelopment costs.

Projected Expenditures (Costs)

A projected budget for the eligible project costs in the Project Area is listed Below.

<u>Sources</u>			
TIF Bonds	\$8,646,000.00	Special Assessment Bonds	\$3,300,000.00
 <u>Uses</u>			
Land Acquisition	\$6,500,000.00	Intersection Improvements	\$ 900,000.00
Demolition	300,000.00	Street/Utility Improvements	1,200,000.00
Site Improvements	900,000.00	On Street Parking	600,000.00
Financing and Other Costs	<u>946,000.00</u>	Streetscape	<u>600,000.00</u>
	\$8,646,000.00		\$3,300,000.00

It is anticipated that all eligible project costs will be financed with general obligation (full faith and credit) tax increment financing bonds issued by the City. Exhibit IV illustrates an \$8,646,000 taxable general obligation tax increment bond issue sold in early 2012.

Conclusions

Kansas Statutes require that the Comprehensive Financial Feasibility Study must demonstrate that the benefits derived from the Project will exceed the costs, and that the income therefrom will be sufficient to pay for all eligible project costs. As previously discussed, Exhibit III illustrates the projections of tax increment through the year 2028. Net tax increment revenue is available to pay debt service on outstanding general obligation bonds issued to finance eligible project costs.

Exhibit IV (Projected Bond Cash Flow Report) illustrates that projected tax increment from the District will be sufficient to pay for all eligible project costs including the projected debt service on general obligation bonds issued to finance such costs. As such, this report demonstrates that the revenues (benefits) of the District and Project Area exceed the expenditures (costs).



Proposed C.O.R.E Redevelopment District

City of Wichita, Kansas

-  C.O.R.E Redevelopment District and Project Area
-  Property Parcels inside Redevelopment District
-  Property Parcels outside Redevelopment District

Software: ArcGIS 9.1
Hardware: Dell Xeon
Printer: HP 5000 Plotter

Map Data Source:
Property Parcels
provided by
Sedgwick County GIS.

Road Centerlines
provided by
City of Wichita

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It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS per



City of Wichita, Kansas
C.O.R.E. Redevelopment District
Renaissance Square Project

<u>2007 Mill Rates (2008 Pay)</u>	<u>Total</u>	<u>TIF Applicable</u>
City of Wichita	31.979	31.979
Sedgwick County	31.333	31.333
USD No. 259	53.238	33.238
State of Kansas	1.500	NA
Total	118.050	96.550

Property Value Inflation Rate	2.00%
Annual City Administration	\$0.00

Projected Tax Increment Report

City of Wichita, Kansas
C.O.R.E. Redevelopment District
Renaissance Square Project

Levy & Appraised Year (1)	Year Taxes Distributed (2)	Total Assessed Value (3)	Original Assessed Value (4)	Captured Assessed Value (5)	Mill Rate (6)	Tax Increment Collected (a) (7)	Less: City Admin. Fee (9)	Net Tax Increment (10)
2009	2010	1,474,720	1,329,582	145,138	96.550	14,013	0	14,013
2010	2011	3,042,808	1,329,582	1,713,226	96.550	165,412	0	165,412
2011	2012	5,747,577	1,329,582	4,417,995	96.550	426,557	0	426,557
2012	2013	10,179,642	1,329,582	8,850,060	96.550	854,473	0	854,473
2013	2014	11,374,563	1,329,582	10,044,981	96.550	969,843	0	969,843
2014	2015	11,475,763	1,329,582	10,146,181	96.550	979,614	0	979,614
2015	2016	11,705,278	1,329,582	10,375,696	96.550	1,001,773	0	1,001,773
2016	2017	11,939,384	1,329,582	10,609,802	96.550	1,024,376	0	1,024,376
2017	2018	12,178,171	1,329,582	10,848,589	96.550	1,047,431	0	1,047,431
2018	2019	12,421,735	1,329,582	11,092,153	96.550	1,070,947	0	1,070,947
2019	2020	12,670,170	1,329,582	11,340,588	96.550	1,094,934	0	1,094,934
2020	2021	12,923,573	1,329,582	11,593,991	96.550	1,119,400	0	1,119,400
2021	2022	13,182,044	1,329,582	11,852,462	96.550	1,144,355	0	1,144,355
2022	2023	13,445,685	1,329,582	12,116,103	96.550	1,169,810	0	1,169,810
2023	2024	13,714,599	1,329,582	12,385,017	96.550	1,195,773	0	1,195,773
2024	2025	13,988,891	1,329,582	12,659,309	96.550	1,222,256	0	1,222,256
2025	2026	14,268,669	1,329,582	12,939,087	96.550	1,249,269	0	1,249,269
2026	2027	14,554,042	1,329,582	13,224,460	96.550	1,276,822	0	1,276,822
2027	2028	14,845,123	1,329,582	13,515,541	96.550	1,304,925	0	1,304,925

EXHIBIT III

Projected Bond Cash Flow Report

City of Wichita, Kansas
C.O.R.E. Redevelopment District
Renaissance Square Project

Annual Period Ending (1)	Principal (2)	G.O. Interest Rate (3)	Interest (4)	P&I (5)	Net Tax Increment (7)	Annual Balance (8)	Cumulative Balance (9)
9/1/2010					14,013	14,013	14,013
9/1/2011	-	6.19%	-	-	165,412	165,412	179,425
9/1/2012	220,000	6.19%	263,467	483,467	426,557	(56,910)	122,515
9/1/2013	180,000	6.19%	521,365	701,365	854,473	153,108	275,624
9/1/2014	245,000	6.19%	510,350	755,350	969,843	214,493	490,117
9/1/2015	275,000	6.19%	495,127	770,127	979,614	209,487	699,603
9/1/2016	305,000	6.19%	478,295	783,295	1,001,773	218,478	918,082
9/1/2017	345,000	6.19%	459,296	804,296	1,024,376	220,080	1,138,162
9/1/2018	345,000	6.19%	438,071	783,071	1,047,431	264,360	1,402,523
9/1/2019	385,000	6.19%	414,369	799,369	1,070,947	271,578	1,674,101
9/1/2020	425,000	6.19%	388,069	813,069	1,094,934	281,865	1,955,966
9/1/2021	470,000	6.19%	358,984	828,984	1,119,400	290,416	2,246,382
9/1/2022	515,000	6.19%	326,990	841,990	1,144,355	302,365	2,548,747
9/1/2023	570,000	6.19%	291,717	861,717	1,169,810	308,093	2,856,839
9/1/2024	620,000	6.19%	253,226	873,226	1,195,773	322,547	3,179,387
9/1/2025	685,000	6.19%	210,898	895,898	1,222,256	326,358	3,505,745
9/1/2026	750,000	6.19%	164,671	914,671	1,249,269	334,598	3,840,343
9/1/2027	810,000	6.19%	114,484	924,484	1,276,822	352,338	4,192,681
9/1/2028	885,000	6.19%	59,655	944,655	1,304,925	360,270	4,552,951
	965,000		5,749,034	13,779,034	18,317,972	4,538,938	

Sources

Par Amount of Bonds	8,646,000
---------------------	-----------

Uses

Eligible Project Costs	7,700,000
Issuance Costs	96,000
Temporary Note Interest	850,000
	8,646,000

District Plan

REDEVELOPMENT DISTRICT PLAN FOR THE REDEVELOPMENT OF THE C.O.R.E REDEVELOPMENT DISTRICT THROUGH TAX INCREMENT FINANCING

April 1, 2008

SECTION 1: PURPOSE

A district plan is required for inclusion in the establishment of a redevelopment district under K.S.A. 12-1771. The district plan is a preliminary plan that identifies proposed redevelopment project areas within the district, and describes in a general manner the buildings, facilities and improvements to be constructed or improved.

SECTION 2: DESCRIPTION OF TAX INCREMENT INCOME

Projects financed through tax increment financing typically involve the creation of an “increment” in real estate property tax income. The increment is generated by segregating the assessed values of real property located within a defined geographic area such that a portion of the resulting property taxes flow to the City to fund projects in the redevelopment district, and the remaining portion flows to all remaining taxing jurisdictions. The portion of property taxes flowing to the City is determined by the increase in the assessed value of the properties within the redevelopment district as a result of the new development occurring within the same area. When the current aggregate property tax rates of all taxing jurisdictions are applied to this increase in assessed property value from new development, increment income is generated. Public improvements within the district and other qualified expenditures are funded by the City and repaid over a specified period of time with this increment income. The property taxes attributable to the assessed value existing prior to redevelopment, the “original valuation,” continue to flow to all taxing jurisdictions just as they did prior to redevelopment. This condition continues for the duration of the established district, as defined by statute, or until all eligible project costs are funded, whichever is of shorter duration.

SECTION 3: DESCRIPTION OF THE DISTRICT BOUNDARIES

All property located between the south right of way line of Central Avenue on the south, the north right of way line of Murdock Avenue on the north, the east right of way line of Santa Fe Avenue on the east and the west lot line of lots 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64 and 66 on Topeka Avenue in J.P. Hilton’s addition; and the north 45 feet of lot 10 excluding the west 2 feet, in J.P. Hilton’s Addition; and south 75 feet of lot 10, J.P. Hilton’s Addition; and beginning at the southeast corner of the reserve on Topeka in J.P. Hilton’s addition, then west 140 feet, then north 280 feet, then east 140 feet, then south 280 feet to the point of beginning; in Wichita, Sedgwick County, Kansas; and including all street rights of way within such described areas.

SECTION 4: BUILDINGS AND FACILITIES

The district includes a nine square block area and property on the west side of Topeka Avenue. The current property uses are highly varied and in some places incompatible, such as residential properties abutting light industrial uses. Examples of the uses are single and multi-family housing, medical offices, retail, office, warehouse, light industrial, parking lots, and the Wichita Metro High School. Over 75% of the buildings in the area are over 50 years old; many of them

are vacant and/or showing signs of dilapidation, particularly the housing.

The proposed redevelopment district is an area that meets the criteria for designation as a “conservation area” as defined by state law governing the establishment and financing of redevelopment districts. Property located within a conservation area is legally eligible for establishment of a redevelopment district.

SECTION 5: REDEVELOPMENT AND PROJECT AREAS

It is anticipated that the majority of the district, minus the Fred P. Chang building, Sedgwick County Corrections and property to the west of Topeka Ave., will be designated as the “project area” under the redevelopment project plan, which must be adopted by the City Council by a 2/3 majority vote before the expenditure of any tax increment financing funds. The plans for redevelopment of the project area generally call for construction medical-use buildings, brownstone-type town homes, market rate apartments, apartments for those with disabilities, a neighborhood grocery store, mixed use office/retail space, and a neighborhood park. The plan would also call for refurbishing some historic buildings and retaining many of the current businesses through location in the new buildings.

Tax increment financing may be used to pay for the purchase of real estate and site preparation including the demolition of structures and utility relocations, as well as on public infrastructure improvements, such as streetscape, public parking, utility extensions, landscaping, and public plazas. Tax increment financing may not be used for construction of any buildings owned by or leased to a private, nongovernmental entity.

SECTION 6: CONCLUSION

After the establishment of the redevelopment district, any redevelopment projects to be funded with tax increment financing will be presented to the Governing Body for approval through the adoption of a Redevelopment Project Plan. The Project Plan will identify the specific project area located within the established tax increment financing district and will include detailed descriptions of the projects as well as a financial feasibility study showing that the economic benefits out-weight the costs. The Project Plan must be reviewed by the Metropolitan Planning Commission and submitted to a public hearing following further notification of property owners and occupants, before it can be adopted by a two-thirds majority vote of the Governing Body. Only then can tax increment income be spent on the redevelopment projects.

Tax increment financing does not impose any additional taxes on property located within the redevelopment district. All property within the district is appraised and taxed the same as any other property. However, if property within the district increases in value as a result of redevelopment, the resulting increment of additional tax revenue is diverted to pay for a portion of the redevelopment costs.

Map and Legal Description of Property to be Redeveloped



Proposed C.O.R.E. Redevelopment District

City of Wichita, Kansas

-  C.O.R.E. Redevelopment District and Project Area
-  Property Parcels inside Redevelopment District
-  Property Parcels outside Redevelopment District

Software: ArcGIS 9.1
Hardware: Dell Xeon
Printer: HP 5000 Plotter

Map Data Source:
Property Parcels
provided by
Sedgwick County GIS.

Road Centerlines
provided by
City of Wichita

Wednesday, January 30, 2008 7:55:32 AM
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It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS per



C.O.R.E. Redevelopment District

**LEGAL DESCRIPTION OF PROPOSED RENAISSANCE
SQUARE PROJECT AREA**

All property located between the south right of way line of Central Avenue on the south, the north right of way line of Murdock Avenue on the north, the east right of way line of Santa Fe Avenue on the east and the west lot line of lots 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64 and 66 on Topeka Avenue in J.P. Hilton's addition; and the north 45 feet of lot 10 excluding the west 2 feet, in J.P. Hilton's Addition; and south 75 feet of lot 10, J.P. Hilton's Addition; and beginning at the southeast corner of the reserve on Topeka in J.P. Hilton's addition, then west 140 feet, then north 280 feet, then east 140 feet, then south 280 feet to the point of beginning; in Wichita, Sedgwick County, Kansas; and including all street rights of way within such described areas.

Relocation Assistance Plan

RELOCATION ASSISTANCE PLAN

(K.S.A. 12-1777)

1. Assistance for the relocation of persons, families or businesses from property acquired by the City of Wichita in conjunction with the Renaissance Square Redevelopment Project has been negotiated and included in the purchase price of property to be acquired.
2. No persons or families residing in the Project Area will be displaced as a result of the proposed redevelopment project unless and until there is a suitable housing unit available and ready for occupancy by such displaced person or family at rents within their ability to pay. Such housing units shall be suitable to the needs of such displaced persons or families and must be a decent, safe, sanitary and otherwise standard dwelling. Both tenants and homeowners will be granted a moving allowance of \$1,500.00.
3. The redevelopment project will provide for the payment of any damages sustained by any retailer, as defined by K.S.A. 79-3702 and amendments thereto, by reason of the liquidation of inventories necessitated by relocation from the redevelopment district.

Description of Proposed Renaissance Square Project

C.O.R.E. Redevelopment District

DESCRIPTION OF PROPOSED RENAISSANCE SQUARE PROJECT

The Renaissance Square Project consists of a redevelopment effort of the area bound by Central on the south, Santa Fe on the east, Murdock on the north and the alley west of Topeka on the west. The city blocks within the redevelopment project have been labeled one through nine (see attached Development Concept layout). The initial and primary focus for redevelopment will center on part of Block 3 through 8, inclusive. A brief summary of the planned development for each block is as follows:

1. **Block 3 (Partial)** – Thirty-six (36) unit residential project for those with disabilities. Located at the northeast corner of St. Francis and Pine, the project will consist of thirty-six one- bedroom units and 14 “off street” parking spaces. Architectural motif will be of the Craftsman style. Amenities include guest parking, common landscaped areas, community room with full kitchen facilities, exercise room and library/crafts area. Construction is anticipated to begin in mid 2010 and be completed in mid 2011 at an estimated development cost of approximately \$5.8 million.
2. **Block 4** – 1.8 acre park with gazebo and walking paths and two seven (7) story mixed use mid-rise buildings containing approximately 84,000 square feet each. Block 4 is bound by Topeka, Pine, Emporia and Elm. Each of the mixed use buildings will consist of 12,000 square feet of retail space on the first level, 24,000 square feet of office space on levels two and three and 32 “for sale” condominium units on levels four through seven. Average unit size for the condominiums will be approximately 1,200 square feet. Architectural motif will be of the Art Deco style. Building amenities will include underground tenant/resident parking, surface parking for visitors and guests, fitness center, pool, meeting/gathering rooms with gourmet kitchen facilities and concierge services. Construction is anticipated to begin in the fourth quarter of 2010 and be completed in the second quarter of 2011 at an estimated construction cost of approximately \$33.5 million.
3. **Block 5** – Located immediately east of the mid-rise retail/office/condominium towers, Block 5 will consist of 29 multilevel brownstone-type row houses with rear load garages and finished basements. Finished living area in each unit will approximate 1,800 square feet. Construction is anticipated to begin in the third quarter of 2011 and be complete in the fourth quarter of 2012 at an estimated construction cost of approximately \$5.6 million.

4. **Block 6** – Located immediately east of Block 5, Block 6 will consist of a 32-unit Affordable Housing Tax Credit multi-family project. The multi-family project will consist of four residential buildings with eight units per building. Each residential building will be different in appearance and resemble various architectural motifs from the period. Unit mix will be 16 two-bedrooms and 16 three-bedrooms. The Historic Judge Wall House will be completely renovated and serve as project clubhouse and community center. A pool and playground will serve as amenities. Construction is anticipated to begin in the fourth quarter of 2009 and be completed in the fourth quarter of 2010 at an estimated construction cost of approximately \$5.5 million.
5. **Block 7** – Bound by Central, Topeka, Elm and Emporia, Block 7 will consist of three separate developments. First, a two-story retail/office building containing 70,000 square feet is slated for the NEC Central and Topeka. Construction is anticipated to begin in the second quarter of 2010 and be completed in the second quarter of 2011 at an estimated construction cost of approximately \$10.5 million. Second, immediately next door to the east, a two-story social services/office building containing 40,000 square feet is planned. Construction is anticipated to begin in the fourth quarter of 2009 and be completed in the fourth quarter of 2010 at an estimated construction cost of \$6.0 million. A parking deck will be built to the immediate north of the social services/office building. Construction is anticipated to begin in the second quarter of 2010 and be completed in the second quarter of 2011 at an anticipated construction cost of \$1.2 million. Third, at the SWC Emporia and Elm, two existing apartment buildings containing 16 units will be restored and renovated. Rehabilitation is anticipated to begin in the third quarter of 2011 and be completed in the third quarter of 2012 at an estimated construction cost of \$3.0 million. Architectural motif for all buildings in Block 7 will be “Turn of the Century Urban Wichita”.
6. **Block 8** – Located immediately east of Block 7, Block 8 will consist of two two-story retail/office buildings fronting on Central Ave. and containing 37,800 square feet each. Construction is anticipated to begin on the west building in the second quarter of 2009 and be completed in the fourth quarter of 2009 at an anticipated construction cost of \$5.0 million. Construction is anticipated to begin on the east building in the second quarter of 2011 and be completed in the second quarter of 2012 at an estimated construction cost of \$5.7 million. On the north end of Block 8, two retail/apartment buildings are planned which will each contain 5,435 square feet of retail space on the first level and eight (8) apartment units on the second and third levels. Construction on the west building is anticipated to begin in the second quarter of 2012 and be completed in the second quarter of 2013 at an estimated construction cost of \$2.5 million. Construction on the east building is anticipated to begin in the fourth quarter of 2013 and be completed in the fourth quarter of 2014 at an estimated construction cost of \$2.7 million. A parking deck is planned directly north of the east retail/office building. Construction is anticipated to begin in the second quarter of 2011 and be completed in the second quarter of 2012 at an estimated construction cost of

\$1.8 million. Architectural motif for all buildings in Block 8 will be “Turn of the Century Urban Wichita”.

7. Public Improvements – will include vacation of Emporia Avenue from Elm Street to Murdock Avenue, conversion of Emporia Ave north of Pine Street into a pedestrian plaza, addition of on-street parking, public art, landscaping and decorative street lights in the public right-of-way and additional street and intersection improvements. Construction will be completed at a cost of \$3.3 million.

Note:

1. The composition of the six blocks may be modified in configuration/phasing and content to meet market demand and allow for construction phasing and coordination, which may vary the individual phase construction values, but the total construction value shall not be less than the sum of the six areas.
2. The values indicated are based on the construction costs included in the description and preliminary financial analysis of the CORE / Renaissance Square Development. They do not include land, infrastructure (which will be included under public improvements), street improvements, fees and other soft costs.

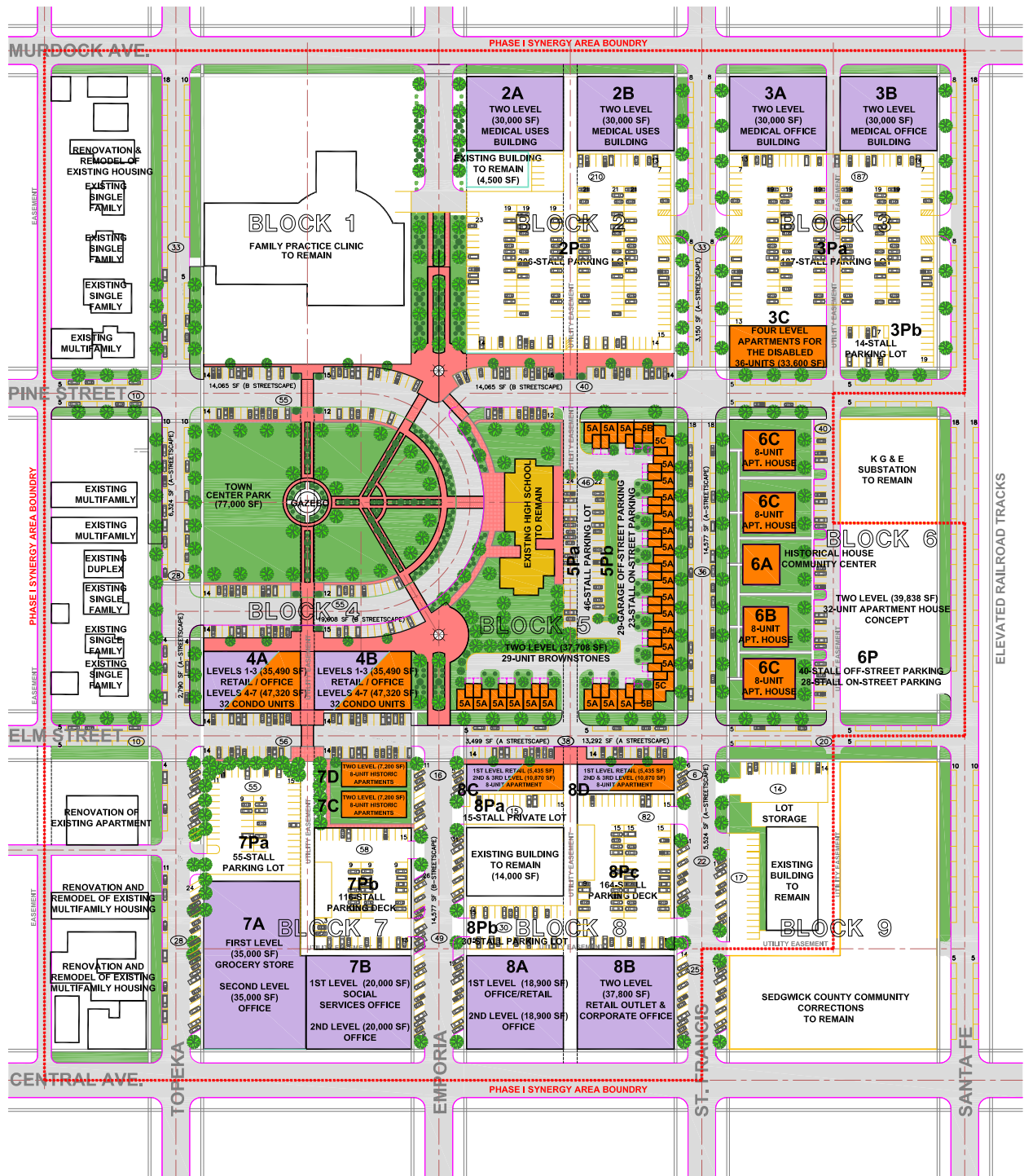
USE OF TAX INCREMENT FINANCING

The City of Wichita has undertaken the legal steps necessary to establish a redevelopment district pursuant to state laws (K.S.A. 12-1770 *et seq.*) in order to use tax increment financing (“TIF”) to fund a portion of the redevelopment project costs, subject to a development agreement with Inner City Development Company (“Developer”). Upon adoption of this project plan, the City will have established its authority under state law to issue general obligation bonds to finance the TIF-funded improvements, which bonds will be repaid from the incremental increase in property taxes resulting from the redevelopment of the Project Area. The TIF-funded improvements consist of the following:

- **Property acquisition** – The City will purchase or reimburse Developer for acquisition of the property within the Project Area, for a total cost not-to-exceed \$6,500,000.
- **Demolition costs** – The City will pay the costs to demolish identified structures within the Project Area, at an estimated cost of \$300,000.
- **Public improvements** – The City will undertake the construction of the public improvements listed above. TIF will fund a share of the improvements at an estimated cost of \$900,000.
- **Total TIF-funded costs** -- \$7,700,000.

The City of Wichita will use Special Assessment Financing in addition to Tax Increment Financing to pay for additional infrastructure costs within the redevelopment district. Upon completion of the infrastructure projects, the city will issue special assessment general obligation bonds which will be paid for by special assessments against private improvement land within the district. The Special Assessment improvements consist of the following:

- **Intersection Improvements** – The City will undertake intersection improvements within the redevelopment district at an estimated cost of \$900,000.
- **Street and Utility Improvements** – The city will undertake street and utility improvements as identified above at an estimated cost of \$1,200,000.
- **On Street Parking** – On street parking will be constructed throughout the district at an estimated cost of \$600,000.
- **Streetscape** –The City will install street lighting and streetscaping for a total cost of \$600,000.
- **Total Special Assessment Related Costs** - \$3,300,000



NEIGHBORHOOD CENTER MASTERPLAN

C.O.R.E. COMMUNITY DEVELOPMENT CORPORATION

The fostering of community in the center city through planned neighborhood projects that would be inclusive, diverse and cosmopolitan.



LAW / KINGDON, INC.
Architects • Engineers • Planners



SCHEME - #24 (6 -12 - 08)
GROUND LEVEL PLAN
SCALE - 1" = 60'



C.O.R.E.
CENTERCITY ORGANIZED REVITALIZATION EFFORT

City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and City Council

SUBJECT: Public Hearing and Adoption of Renaissance Square Redevelopment Project Plan (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing, approve first reading of the ordinance, approve the development agreement and adopt the bonding ordinance.

Background: On April 8, 2008, the City Council took the necessary legal steps to establish the CenterCity Organized Revitalization Effort (C.O.R.E.) Redevelopment District for the purpose of using tax increment financing ("TIF") to assist Inner City Development Company LLC ("ICDC") with the redevelopment of property located within the district. The action taken by the City Council established 2008 as the base year, from which the increase in property tax revenues (the tax increment) will be measured. The boundaries of the Redevelopment District are Central Avenue on the south, Santa Fe Avenue on the east, Murdock Avenue on the north, and the alley west of Topeka Avenue to the west.

The next step to be taken in the TIF process is the adoption of a redevelopment project plan, which includes a feasibility study and a description of the redevelopment project being funded with TIF proceeds. With the adoption of the redevelopment project plan, the County Treasurer will be authorized and directed to begin capturing the tax increment and distributing the money to the City to pay project costs. On October 23, 2008, the City Council adopted a resolution stating it is considering the adoption of the Redevelopment Project Plan and directed the City Clerk to give notice that a public hearing would be held on the matter on December 2, 2008.

Analysis: K.S.A. 12-1770 *et seq.* sets forth the procedures and requirements for the establishment of a TIF district and the capture of TIF revenue. In order for the County Treasurer to be authorized to set aside the increment of increased property tax revenues collected in the district, to pay for eligible redevelopment costs, the City must adopt a redevelopment project plan that describes the district and the projects being financed with the TIF, and also establishes the financial feasibility of the TIF to finance the public improvements. The statute also directs the City to prepare the redevelopment project plan "in consultation with the planning commission of the city." On October 9, 2008, the Wichita-Sedgwick County Metropolitan Area Planning Commission met to consider the Renaissance Square Project Plan and found that the Plan is consistent with the general comprehensive plan for development of the City.

The Financial Feasibility Study contained in the Redevelopment Project Plan examines the County's assessed valuation of the property located within the C.O.R.E. redevelopment district, with respect to the value of the property in the base year (2008) to the year in which planned redevelopment projects will be fully reflected in the County's database of property values (2015). The following table summarizes the revenue side of the analysis:

	2008 Base Year	2015 Projected
Appraised Value	\$16,676,900	\$63,675,660
Assessed Value	\$1,329,582	\$11,475,763
Captured Value	\$0	\$10,146,181
2007 Mill Levy*	96.550	96.550
Annual Tax Increment (2015)	\$0	\$979,614

*Aggregate mill levy available for TIF excludes 20-mill statewide education levy.

The analysis assumes that only those projects which are currently planned will be constructed, that assessed property values in the district will grow over time, and that the 2007 City/County/School District mill levy will not increase or decrease. The analysis shows that the stream of projected tax increment revenues is sufficient to retire the principal and interest on a \$7.7 million taxable general obligation tax increment bond issue over a seventeen-year period.

The plan for redevelopment of the Renaissance Square Project Area includes the demolition of some existing structures in the Project Area and construction of the primary redevelopment projects on five blocks within the district within the nine-block project area. The construction components within the five blocks include:

1. **Block 3 (Partial)** – Located at the northeast corner of St. Francis and Pine, the project will consist of thirty-six one- bedroom units and 14 “off street” parking spaces. Construction is anticipated to begin in mid 2010 and be completed in mid 2011 at an estimated development cost of approximately \$5.8 million.
2. **Block 4** – Block 4 is bound by Topeka, Pine, Emporia and Elm. The project includes a public park with gazebo and walking paths and two seven (7) story mixed use mid-rise buildings containing approximately 84,000 square feet each. Each of the mixed use buildings will consist of 12,000 square feet of retail space on the first level, 24,000 square feet of office space on levels two and three and 32 “for sale” condominium units on levels four through seven. Average unit size for the condominiums will be approximately 1,200 square feet. Construction is anticipated to begin in the fourth quarter of 2010 and be completed in the second quarter of 2011 at an estimated construction cost of approximately \$33.5 million.
3. **Block 5** – Located immediately east the Midtown Metro High School, the Block 5 project will consist of 29 multilevel brownstone-type row houses with rear load garages and finished basements. Finished living area in each unit will approximate 1,800 square feet. Construction is anticipated to begin in the third quarter of 2011 and be complete in the fourth quarter of 2012 at an estimated construction cost of approximately \$5.6 million.
4. **Block 6** – Located on the east side of St. Francis between Pine and Elm, the Block 6 project will include a 32-unit Affordable Housing Tax Credit multi-family project, consisting of four residential buildings with eight units per building. Unit mix will be 16 two-bedrooms and 16 three-bedrooms. The Historic Judge Wall House, located in the center of the complex, will be completely renovated and serve as project clubhouse and community center. Construction is anticipated to begin in the fourth quarter of 2009 and be completed in the fourth quarter of 2010 at an estimated construction cost of approximately \$5.5 million.
5. **Block 7** – Bounded by Central, Topeka, Elm and Emporia, the Block 7 project will consist of two two-story retail/office buildings containing at total of 110,000 square feet. Construction is

anticipated to begin in the fourth quarter of 2009 at an estimated construction cost of approximately \$16.5 million. A parking deck will be constructed to the north of the retail/office buildings. Construction is anticipated to begin in the second quarter of 2010 and be completed in the second quarter of 2011 at an estimated construction cost of \$1.2 million. On the north end of the block, two existing apartment buildings containing 16 units will be restored and renovated. Rehabilitation is anticipated to begin in the third quarter of 2011 and be completed in the third quarter of 2012 at an estimated construction cost of \$3.0 million. Construction is anticipated to begin in the fourth quarter of 2009 and be completed in the third quarter of 2012.

6. **Block 8** –Block 8 will consist of two two-story retail/office buildings containing 37,800 square feet each, fronting on Central Ave. between Emporia and St. Francis. Construction is anticipated to begin in the second quarter of 2009 and be completed in the second quarter of 2012 at an estimated construction cost of \$10.7 million. On the north end of Block 8, two retail/apartment buildings are planned which will each contain 5,435 square feet of retail space on the first level and eight (8) apartment units on the second and third levels. Construction is anticipated to begin in the second quarter of 2012 and be completed in the fourth quarter of 2014 at an estimated construction cost of \$5.2 million. A parking deck is planned directly north of the east retail/office building. Construction is anticipated to begin in the second quarter of 2011 and be completed in the second quarter of 2012 at an estimated construction cost of \$1.8 million.

USE OF TAX INCREMENT FINANCING

Upon adoption of the redevelopment project plan, the City will have established its authority under state law to issue general obligation bonds to finance the TIF-funded improvements, which bonds will be repaid from the incremental increase in property taxes resulting from the redevelopment of the Project Area. The TIF-funded improvements consist of the following:

- **Property acquisition** – The City will purchase the property within the Project Area for a total cost not-to-exceed \$6,500,000, and convey parcels to ICDC, LLC as it is needed for each phase of the project.
- **Demolition costs** – The City will pay the cost to demolish and remove identified structures from the Project Area, at an estimated total cost of \$300,000.
- **Public improvements** – The City will undertake the construction of public improvements including the park in Block 4 at an estimated cost of \$900,000.

SPECIAL ASSESSMENTS

All interior streets within the project area, including Pine, Elm, Emporia and St. Francis, will be reconstructed at an estimated cost of \$3,300,000. The cost of the street improvement projects will be financed with special assessments imposed on property within the benefit district, as determined by petitions to be submitted at a future date.

DEVELOPMENT AGREEMENT

The attached Development Agreement between the City and ICDC provides the contractual framework for the redevelopment project. Under the terms of the agreement, the developer (ICDC) is obligated to construct the redevelopment project outlined above and the City is obligated to acquire the project site and convey it in phases to ICDC, and to construct the related public improvements listed above. In addition to all the terms, conditions and procedures for fulfilling these obligations, the Development Agreement also provides for a Tax Increment Shortfall Guaranty in which the developer and other private entities with ownership interest in the project are required to pay the City any shortfall in TIF revenue available to pay debt service on TIF bonds.

Financial Considerations: It is anticipated that the projects funded with tax increment financing will be financed with general obligation bonds. In the event that tax increment revenues fall short of projections, City-at-large funding will be required to supplement tax increment revenues.

Goal Impact: Economic Vitality and Affordable Living, Quality of Life, Core Area and Neighborhood. Redevelopment of blighted areas, and declining areas, are needed to avoid economic stagnation. Business prospects and workers seeking to relocate are attracted to a new city that takes care of its older sections.

Legal Considerations: The Law Department has reviewed and approved as to form the attached ordinance, which is required for the adoption of a redevelopment project plan under the state tax increment financing statutes and bonding ordinance needed to initiate the TIF-funded improvement projects. The notice for a public hearing on the City's intent to adopt the redevelopment plan has been given pursuant to law. In order to adopt the redevelopment plan, the ordinance must be approved by a two-thirds majority.

Recommendations/Action: It is recommended that the City Council:

- (1) Close the Public Hearing;
- (2) Approve first reading of the ordinance adopting Renaissance Square Project Plan;
- (3) Approve first reading of the ordinance authorizing the TIF-funded improvements and
- (4) Approve the Development Agreement and authorize the necessary signatures.

Attachments:

- Renaissance Square Project Plan
- Development Agreement between the City and ICDC, LLC
- Ordinance adopting the TIF Project Plan
- Bonding Ordinance

ORDINANCE NO. 48-125

AN ORDINANCE ADOPTING A PROJECT PLAN FOR THE RENAISSANCE SQUARE PROJECT IN THE C.O.R.E. REDEVELOPMENT DISTRICT

WHEREAS, by Ordinance No. 47-867 adopted April 8, 2008, the City of Wichita established a redevelopment district pursuant to K.S.A. 12-1770 et. seq., as amended, known as the C.O.R.E. Redevelopment District; and

WHEREAS, the City has prepared a Project Plan for the Renaissance Square Project located within the C.O.R.E. Redevelopment District, and has given notice for said Project in accordance with K.S.A. 12-1772; and

WHEREAS, the Wichita Sedgwick County Metropolitan Area Planning Commission in action on October 9, 2008, has found that the Renaissance Square Project Plan is consistent with the comprehensive general plan for the development of the community; and

WHEREAS, the Governing Body of the City of Wichita, Kansas, by Resolution number R-08-503 adopted October 23, 2008, set a public hearing to consider the adoption of the Redevelopment Project Plan on the 2nd day of December, 2008, at 9:00 a.m. or thereafter, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas; and

WHEREAS, the Governing Body is authorized following the public hearing to adopt the Redevelopment Project Plan by Ordinance passed upon a two-thirds vote.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. The Renaissance Square Project Plan, including the feasibility study, district plan, maps and boundary descriptions, and descriptions of the public improvement projects, is on file in the Office of the City Clerk, City Hall, 13th Floor, 455 N. Main, Wichita, Kansas, and is incorporated by reference as though fully set forth herein. Said Project Plan is hereby adopted as the Project Plan for the C.O.R.E. Redevelopment District.

2. This Ordinance shall be in force and effect from and after its passage, approval, and publication once in the official City paper.

ADOPTED AND PASSED BY THE GOVERNING BODY, not less than two-thirds (2/3) of the members elect voting in favor thereof, this 9th day of December, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

First Published in the Wichita Eagle on

ORDINANCE NO. 48-126

AN ORDINANCE AUTHORIZING THE ISSUANCE OF FULL FAITH AND CREDIT TAX INCREMENT BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF ACQUIRING REAL PROPERTY, DEMOLITION OF EXISTING STRUCTURES, AND DESIGN AND CONSTRUCTION OF A PUBLIC PARK IN THE CENTERCITY ORGANIZED REVITALIZATION EFFORT (C.O.R.E.) REDEVELOPMENT PROJECT AREA.

WHEREAS, Article 12, Section 5 of the Kansas Constitution empowers cities to determine their local affairs and government; and

WHEREAS, the City of Wichita, Kansas (the "City") desires to promote, stimulate and develop the general economic welfare and prosperity of the City and its environs, to provide for commercial redevelopment of declining areas, avoid economic stagnation and maintain attractive neighborhoods; and

WHEREAS, the proposed Project Plan for the Renaissance Square Project (the "Redevelopment Project"), located within the C.O.R.E. Redevelopment District, has been found by the Wichita Sedgwick County Metropolitan Area Planning Commission to be consistent with the comprehensive general plan for the development of the community, and is under consideration concurrently herewith; and

WHEREAS, the Governing Body of the City has found and determined that it is necessary and desirable, and in the interest and for the general economic welfare of the City and its inhabitants, that the City acquire land to contribute to the Redevelopment Project, demolish the existing structures thereon, and make certain public improvements in the area of the Redevelopment Project; and

WHEREAS, under the authority of Article 12, Section 5 of the Kansas Constitution and K.S.A. 12-1770, *et seq.*, the Governing Body of the City hereby finds and determines that it is necessary and desirable and in the interest and for the general economic welfare of the City and its inhabitants, that full faith and credit tax increment bonds of the City, in an amount not to exceed \$7,800,000, exclusive of the costs of interest on borrowed money, be authorized and issued for the purpose of paying all or a portion of the costs of the land acquisition, demolition and public improvements referred to in the preceding clause,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it is necessary to acquire real property located within the project area of the C.O.R.E. Redevelopment District, to demolish existing structures located thereon, and to design and construct a public park located within the project area of the C.O.R.E. Redevelopment District.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, full faith and credit tax increment bonds (the "Bonds") under the authority of Article 12, Section 5 of the Kansas Constitution and K.S.A. 12-1770 *et seq.*, to pay all or a portion of the costs of acquiring the property located within the Renaissance Square Project Area, demolishing the existing structures located thereon, and designing and constructing a public park located within the project area of the C.O.R.E. Redevelopment District. The costs of such acquisition, demolition and improvements, or a portion of such costs, shall be paid by the issuance of full faith and credit tax

increment bonds as aforesaid in an amount not to exceed \$7,800,000, exclusive of the costs of interest on borrowed money.

SECTION 3. It is hereby further authorized, ordered and directed that in order to temporarily finance the aforesaid costs prior to the issuance of the Bonds as hereinbefore provided, there may be issued temporary improvement notes (the "Notes"), the aggregate amount of which shall not exceed the sum of \$7,800,000, exclusive of the cost of interest on borrowed money, such Notes to be issued from time to time upon subsequent ordinance of the City which shall provide and set forth the details of the Notes, including the fixing of the dates, terms, denominations, interest rates and maturity dates thereof. Such Notes shall be issued and provision shall be made therefor as funds are needed and required for the orderly completion of the aforesaid land acquisition, demolition work and improvements. Any Notes issued under the authority of this Section shall be issued under and will contain a recital that they are issued under the authority of K.S.A. 10-123 and K.S.A. 12-1774, as amended and supplemented, and Article 12, Section 5 of the Kansas Constitution, and shall contain all other usual and required recitals and covenants and be in the form required therefor by said K.S.A. 10-123, as amended and supplemented; and said Notes may be issued in combination with any other temporary notes being issued by the City as shall be determined by the Governing Body at the time of such issuance to be in the City's best interests.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City paper.

PASSED AND APPROVED BY the Governing Body of the City of Wichita, Kansas, this 9th day of December, 2008.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (Big Dog Motorcycles, Inc.) (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the extension.

Background: On September 9, 2003, City Council approved the issuance of Industrial Revenue Bonds in the amount of \$1,100,000 for Big Dog Motorcycles. Bond proceeds were used to finance an 18,000 s.f. warehouse building at 1520 E Douglas to create space for additional offices and manufacturing activities in the existing plant. The warehouse is used for motorcycle storage, parts storage, receiving and quality control. Big Dog is requesting extension of the property tax exemption.

Analysis: The majority of the Big Dog sales are exported outside of the State of Kansas. Since bonds were issued in 2000, Big Dog exceeded their commitment in employment and maintained 257 employees in 2003. In conjunction with the 2003 improvement project, Big Dog committed to adding 40 new jobs to their current employment within five years. Big Dog reached a high of 336 employees in 2005; however, economic downturns and market conditions have forced Big Dog to lay off a number of employees bringing the current employment to approximately 115.

A measure of Big Dog's initial five-year project commitments and outcomes are as follows:

2003 Commitment

Construct and equip a \$1.1 million expansion
Create 40 new jobs in five years

October 6, 2008 Status

Expansion is complete
Eliminated 180 jobs

Mayor Brewer and Councilmember Williams joined City staff for a site visit on October 6, 2008. Big Dog staff informed the City of their plans to expand their international sales in response to the economic conditions and increasing global competition the company is currently facing. The company continues to develop new models to meet market demands.

Financial Considerations: The appraised value of exempted property is approximately \$1,364,000. Big Dog is current in payments of administrative service fees.

New benefit-to-cost ratios are as follow:

City of Wichita	3.16 to one
Sedgwick County	-6.44 to one
USD 259	NA
State of Kansas	NA

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: Section 7.5 of the lease provides the City Council reserves the right to terminate the exemption at the end of the first five-year period. Each year, the City must re-certify to the County Clerk that the exempted property is still eligible in order to continue the property tax exemption for that year. This allows the City Council to review non-complying companies each year and revisit the decision to extend the exemption.

Recommendations/Actions: It is recommended that the City Council extend the tax exemption on Big Dog Motorcycles, Inc.'s IRB bond-financed property for a one-year period and review further extension at the end of year 2009.

Attachments: None

City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (Lee Real Estate, LLC/Triumph Aerospace Systems) (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the extension.

Background: Since 1999, the City of Wichita has issued four separate series of Industrial Revenue Bonds (“IRBs”) in an aggregate amount of \$10.5 million to Lee Aerospace, Inc. Proceeds from the bond issues were used to acquire property and construct a new corporate campus for Lee Aerospace at 34th Street North and Webb Road in northeast Wichita. Each bond issue also included a five-plus-five year 100% tax exemption on bond-financed property. In 1999, Lee Aerospace, Inc. was purchased by Triumph Aerospace Systems. The bond-financed real estate is now leased to Lee Real Estate, LLC and sub-leased to Triumph Aerospace Systems-Wichita, Inc. (“Triumph”) (formerly Lee Aerospace, Inc). Lee Real Estate is now requesting extension of the tax exemption on the 2003 IRB bond-financed property.

Analysis: Triumph is a leading manufacturer of unheated windshields, cockpit side windows, cabin windows, wing leading edge and spar assemblies, control wheels, and sun visor assemblies for the general aviation and corporate jet market. Primary customers include Boeing, Raytheon, Cessna, Spirit AeroSystems, and Bombardier Learjet.

Triumph has the capabilities to design, develop, test, and manufacture aircraft windows and sheet metal sub-assemblies. Triumph brings a unique service to the aircraft industry and continues to expand the capabilities of the Wichita facility. The 2003 bond proceeds were used to construct a new facility at their 34th Street campus consisting of 18,000 s.f. for manufacturing.

City staff conducted a site visit on November 12, 2008; Triumph has met the commitment for the first five years. They continue to invest in their campus to expand capabilities and accommodate growth. A measure of Triumph’s initial five-year project commitments and outcomes is as follows:

2003 Commitment

Construct an 18,000 sf facility with total investment of \$1.2 million
Create 20 new jobs in five years

November 12, 2008 Status

Building was constructed
Created 25 new jobs

Financial Considerations: The appraised value of exempted property is currently \$961,630. Lee Real Estate is current in payment of administrative service fees.

New benefit-to-cost ratios are as follow:

City of Wichita	2.11 to one
Sedgwick County	1.83 to one
USD 259	NA
State of Kansas	NA

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: Section 7.5 of the lease provides the City Council reserves the right to terminate the exemption at the end of the first five-year period. Each year, the City must re-certify to the County Clerk that the exempted property is still eligible in order to continue the property tax exemption for that year. This allows the City Council to review non-complying companies each year and revisit the decision to extend the exemption.

Recommendations/Actions: It is recommended that the City Council approve extension of the tax exemption on the Lee Real Estate, LLC/Triumph Aerospace Systems IRB bond-financed property for a second five-year period.

Attachments: None

City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (Glazer's dba Premier Beverage, Inc.)
(District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the extension.

Background: On August 12, 2003, City Council approved the issuance of industrial revenue bonds (IRBs) in the amount not-to-exceed \$3,325,000, to Glazer's, Inc. dba Premier Beverage Inc. ("Glazer's"), and a 100% five-year tax exemption on bond-financed property plus a second five-year exemption pending City Council review. Bond proceeds were used to finance a distribution facility located at 4626 South Palisade. Premier Beverage, Inc. is a wholly-owned subsidiary of Glazer's, Inc., one of the leading distributors of alcoholic beverages in the nation and located in Dallas, Texas. Glazer's is one of the largest wholesale distributors of wines, spirits and beer in Kansas, with warehouses in Lenexa and Wichita. Glazer's is requesting approval of the second five years of property tax abatement.

Analysis: Glazer's acquired a 53,000 sf distribution facility and equipped the building to accommodate their operations. Glazer's distributes wine and spirits to liquor stores and outlets in the Wichita area and throughout Southern Kansas. Glazer's has recently partnered with Southern Wine & Spirits, a major distributor of wine and spirits in the U.S. This national joint venture for wine and spirits will cover 38 states that represent more than 80 percent of the total wine and spirits volume in the United States. This demonstrates the continued strength of the company and expansion of the product lines. Glazer's has demonstrated substantial growth in sales since being established in Wichita.

City staff conducted a site visit on November 12, 2008; Glazer's has exceeded the commitment for the first five years by over 50 jobs. They have also made additional investment in the facility to accommodate their growth. A measure of Glazer's initial five-year project commitments and outcomes is as follows:

2003 Commitment

Acquire and equip a facility with total
investment of \$3.3 million
Create 30 new jobs in five years

November 12, 2008 Status

Building was acquired and equipped

Created 85 new jobs

Financial Considerations: The appraised value of exempted property is currently \$2,410,840. Glazer's is current in payments of administrative service fees.

New benefit-to-cost ratios are as follow:

City of Wichita	1.92 to one
Sedgwick County	1.83 to one
USD 259	NA
State of Kansas	NA

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: Section 7.5 of the lease provides the City Council reserves the right to terminate the exemption at the end of the first five-year period. Each year, the City must re-certify to the County Clerk that the exempted property is still eligible in order to continue the property tax exemption for that year. This allows the City Council to review non-complying companies each year and revisit the decision to extend the exemption.

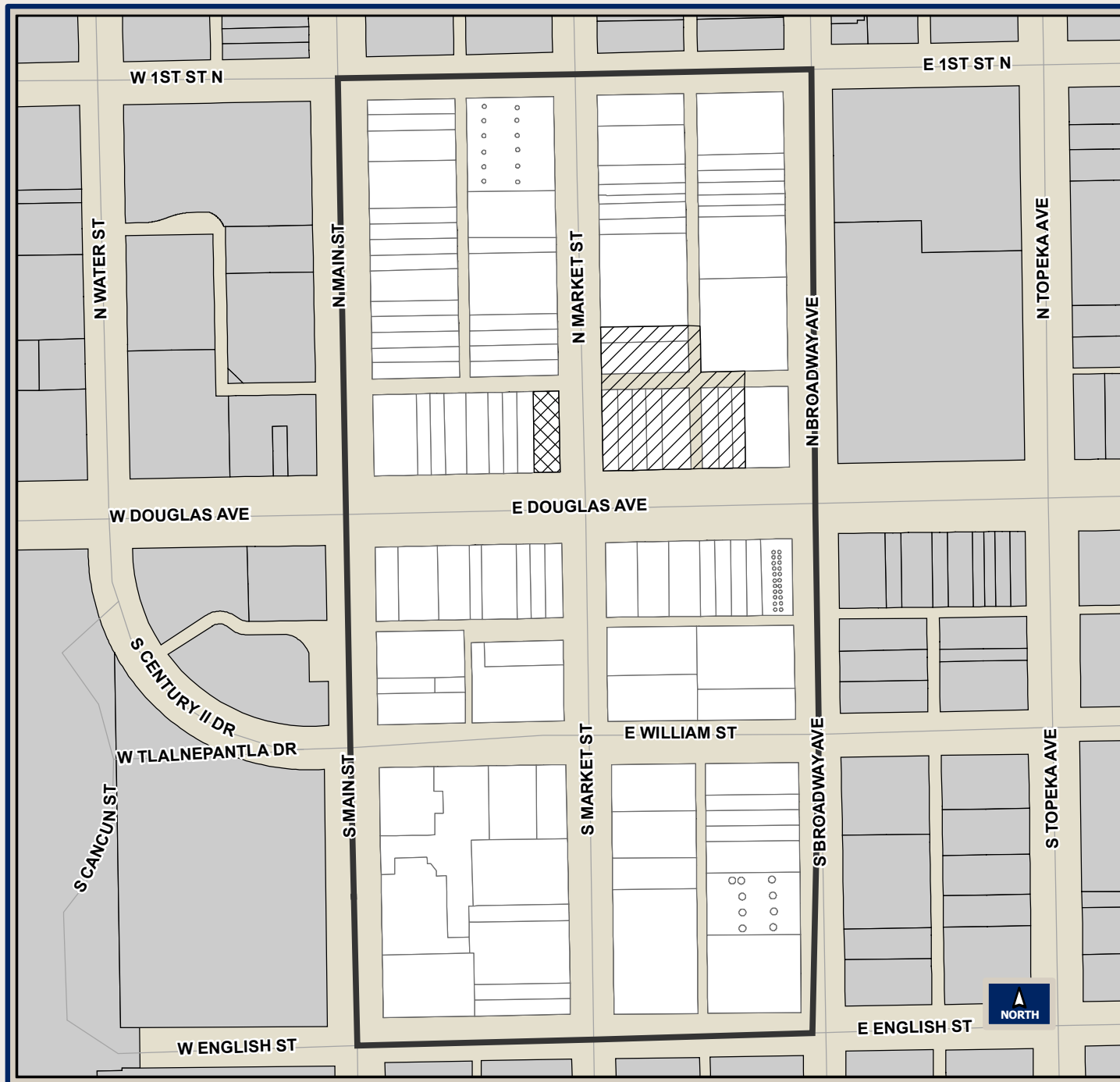
Recommendations/Actions: It is recommended that the City Council approve extension of the tax exemption on the Glazer's Inc. dba Premier Beverage IRB bond-financed property for a second five-year period.

Attachments: None

EXHIBIT B






Legal Description of the Exchange Place Project Area

Lots 14, 16, 18 and the south .20 ft of lot 20 on Market Street in Griffenstein's Original Town Addition, and lots 110, 112, 114, 116, 118, 120, 122, 124 and 126 on Douglas Avenue in Griffenstein's Original Town Addition, Wichita, Sedgwick County, Kansas.



Center City South Redevelopment District

City of Wichita, Kansas

-  Exchange Place Project Area
-  Center City South Redevelopment District
-  Property Parcels inside Redevelopment District
-  Property Parcels outside Redevelopment District
-  Exchange Place Project Area Expansion

Software: ArcGIS 9.3
 Hardware:
 Printer: Xerox 7200DN
 Map Data Source:
 Property Parcels
 provided by
 Sedgwick County GIS.
 Road Centerlines
 provided by
 City of Wichita

Monday, November 17, 2008 4:24:43 PM
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It is understood that while the City of
 Wichita Data Center Geographical Information
 Systems Department have no indication and reason
 to believe that there are inaccuracies in information
 incorporated in the base map, the Data Center-GIS per



EXHIBIT "D"

EXHIBIT E

Legal Description of the Exchange Place Project Area

Lots 14, 16, 18 and the south .20 ft of lot 20 on Market Street in Griffenstein's Original Town Addition, the east 20 ½ ft of lot 106 and all of lots 108, 110, 112, 114, 116, 118, 120, 122, 124 and 126 on Douglas Avenue in Griffenstein's Original Town Addition, Wichita, Sedgwick County, Kansas.

EXHIBIT "C"

DISTRICT PLAN FOR THE REDEVELOPMENT OF THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT THROUGH TAX INCREMENT FINANCING

MAY 1, 2007

SECTION 1: PURPOSE

A district plan is required for inclusion in the establishment of a redevelopment district under K.S.A. 12-1771(a). The district plan is a preliminary plan that identifies proposed redevelopment project areas within the district, and describes in a general manner the buildings and facilities to be constructed, reconstructed or improved.

SECTION 2: DESCRIPTION OF TAX INCREMENT INCOME

Projects financed through tax increment financing typically involve the creation of an "increment" in real estate property tax income. The increment is generated by segregating the assessed values of real property located within a defined geographic area such that a portion of the resulting property taxes are paid to the City to fund one or more redevelopment projects in the redevelopment district, and the remaining portion is paid to all taxing jurisdictions. The portion of property taxes paid to the City in this way is determined by the increase in assessed value of the properties within the redevelopment district as a result of the new development occurring within the area. When the aggregate property tax rates, levied by local taxing jurisdictions, are applied to this increase in assessed property value, incremental income is generated. Public improvements within the district may be funded by the City and repaid over a specified period of time with this incremental income. The property taxes attributable to the assessed value existing prior to redevelopment, the "original valuation," are distributed to all taxing jurisdictions, just as they were prior to redevelopment. This condition continues until all eligible project costs are funded, or for 20 years, as defined by statute, whichever is shorter.

SECTION 3: BUILDINGS AND FACILITIES

The proposed redevelopment district is within the city limits of Wichita, Kansas. The district is generally bounded on the east by Broadway Avenue, on the south by English Street, on the west by Main Street, and on the north by First Street North. This area will also contain the proposed project areas for the redevelopment district.

A majority of the buildings in the area are more than 75 years old, many of which were built before 1920. The primary use of property in this area is multi-tenant, high rise office buildings used for professional services and government agencies. Occupancy rates are relatively low, as a result of many professional office tenants moving to upscale suburban developments. Many of the older buildings are showing signs of delapidation and need of rehabilitation. However, complicated ownership of underlying, long term ground leases has made it difficult to find buyers and financing needed for redevelopment and adaptive reuse of many of the buildings.

SECTION 4: REDEVELOPMENT

The proposed district is located in the heart of Downtown Wichita, an important redevelopment area within the City of Wichita. The redevelopment of southern half of Downtown Wichita, of which this area is a key part, has been the object of a major land-use and redevelopment planning project, called the Arena Neighborhood Redevelopment Plan. The Plan identifies and recommends a variety of land uses and infrastructure improvements to influence and guide the redevelopment of the area that is expected as a result of the construction of the arena.

The Arena Neighborhood Redevelopment Plan has conceptually divided the area into four major redevelopment areas, each with a distinct redevelopment goal. The ***Douglas Avenue Corridor*** goal is to be a high intensity business corridor, primarily office and support commercial uses with upper level residential opportunities. The goal of the ***English/William Street District*** is to be a walkable urban mixed-use district of primarily commercial and office uses with supporting public and residential uses. The ***Broadway Neighborhood District*** includes the area from Waterman to Kellogg and from Main to Emporia. Its goal is to redevelop as an urban residential environment with support commercial opportunities serving residents and Kellogg users. The ***Commerce Street Arts District*** is located south of the arena site, east of Emporia, where a local artists' colony has started to emerge. The goal is to create a unique experiential arts district with live/work studio opportunities.

Projects in the proposed redevelopment district will include mixed-use developments, residential, office, retail, entertainment, hotels and other uses. They will include demolition and new construction as well as rehabilitation of existing buildings. Tax increment financing may be used for property acquisition, demolition, utilities, drainage, street improvements, streetscape amenities, public outdoor spaces, landscaping and parking facilities.

SECTION 5: SUMMARY

Per statute, any proposed redevelopment projects will be presented to the Governing Body through the adoption of a separate redevelopment Project Plan. The Project Plan will identify the specific project area located within the established redevelopment district and will include detailed descriptions of the projects as well as a financial feasibility study showing that the economic benefits outweigh the costs. The Project Plan must be reviewed by the Metropolitan Planning Commission and submitted to a public hearing following further notification of property owners and occupants, before they can be adopted by a two-thirds majority vote of the Governing Body. Only then can tax increment income be spent on redevelopment projects.

Tax increment financing does not impose any additional taxes on property located within the redevelopment district. All property within the district is appraised and taxed the same as any other property. However, if property within the district increases in value as a result of redevelopment, or other reasons, the resulting increment of additional tax revenue is diverted to pay for a portion of the redevelopment costs.

**City of Wichita
City Council Meeting
December 2, 2008**

TO: Mayor and City Council

SUBJECT: Resolution Considering a Public Hearing on the Amendment of the Exchange Place Redevelopment Project Plan (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Adopt the Resolution stating the City is considering the amendment of the Exchange Place Project Plan and set a public hearing date.

Background: On May 8, 2007, the City Council adopted an ordinance establishing a redevelopment district in the area of between English Street, 1st Street north, Broadway Ave. and Main St , for the purpose of allowing the use of tax increment financing (TIF) to pay a portion of the costs of constructing a redevelopment projects in that area. On July 24, 2007, the City Council adopted the Exchange Place Project Plan. Since that time, Exchange Place, LLC (“Developer”) has made substantial changes to the redevelopment project and has requested an amendment to the TIF Project Plan and Development Agreement in order to proceed with the project. Amendment of TIF project plans requires holding a new public hearing at a time and place set by resolution by the City Council.

Analysis: The Exchange Place Project Plan and Development Agreement approved by the City Council called for construction of a multi-level parking structure and conversion of two vacant high-rise buildings into a condominium complex consisting of 91 residential condo units, residential parking spaces and ground floor retail space. Since the adoption of the TIF Project Plan, increased construction costs have rendered the original project economically unfeasible.

The Developer has restructured the Exchange Place Project to work better economically by increasing the size of the project and converting to apartments instead of condominiums. The new plan calls for the City to purchase the Bitting Building (107 N. Market), using TIF funds, and convey it to the Developer. The 91 residential condominiums in the Exchange Place Building will be replaced with a total of 201 apartments in both the Exchange Place and Bitting buildings. The developer may choose, at a later time, to convert the apartments into residential condominiums. The new Project Plan will also increase the number of spaces in the parking garage from 175 to 229. The project area will have to be increased to include the Bitting Building. The additional property acquisition and larger parking garage have increased the proposed TIF-funded development costs from approximately \$6.2 million to \$9.3 million.

The proposed increase in the amount of TIF funding, and increased size of the project area, require amendment of the TIF Project Plan. Under state law, TIF project plan amendments require public hearings, which must be set by resolution and published on two consecutive weeks in the City’s official newspaper. The date proposed for a public hearing and consideration of amendments to the Exchange Place Project Plan and Development Agreement is December 16, 2008.

Financial Considerations: The TIF-bond financing structure calls for the issuance of general obligation bonds, which are secured solely by TIF revenues generated by the property within the TIF district.

Goal Impact: Economic Vitality and Affordable Living, Quality of Life, Core Area and Neighborhood. Redevelopment of blighted and declining areas are needed to avoid economic stagnation. Business prospects and workers seeking to relocate are attracted to a new city that takes care of its older sections.

Legal Considerations: The attached resolution, setting a public hearing for December 16, 2008, has been reviewed by the Department of Law and approved as to form.

Recommendation/Action: It is recommended that City Council adopt the resolution setting a public hearing on December 16, 2008 to consider amendments to the Exchange Place Project Plan and direct the City Clerk to cause the resolution to be published on two consecutive weeks prior to the date set for the public hearing.

Attachment(s): Resolution Stating the City of Wichita is considering the amendment of the Project Plan for the Exchange Place Project and exhibits.

Published in the Wichita Eagle on December 5, 2008 and December 12, 2008

Resolution No. 08-543

**A RESOLUTION STATING THE CITY OF WICHITA IS CONSIDERING
THE AMENDMENT OF A REDEVELOPMENT PROJECT PLAN FOR
THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT.**

WHEREAS, by Ordinance No. 47-475 passed May 8, 2007, and published May 11, 2007, the City of Wichita (the “City”) established a redevelopment district pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”), known as the Center City South Redevelopment District (the “Redevelopment District”); and

WHEREAS, the boundaries of the Redevelopment District are set forth by a map in **Exhibit A**, narrative description of the district in **Exhibit B** and a narrative description of the project area in **Exhibit C** attached hereto; and

WHEREAS, the City, by Resolution No. R-07-167 adopted March 13, 2007, adopted a redevelopment district plan which identifies proposed redevelopment areas and proposed buildings and facilities to be constructed or improved; and

WHEREAS, the City, proposes to undertake a Redevelopment Project within the Center City South Redevelopment District consisting of a multi-story parking structure and conversion of two vacant buildings into a condominium complex consisting of residential condominium units, residential parking spaces and ground floor retail space and related public improvements as set out in the Redevelopment Project Plan; and

WHEREAS, in accordance with the provisions of the Act, a public hearing was held on July 17, 2007, on the Redevelopment Project Plan dated June 7, 2007 (the “Project Plan”); and

WHEREAS, the City, by Ordinance No. 47-526 passed on July 24, 2007, adopted the Project Plan for the Redevelopment Project; and

WHEREAS, a requested amendment to the Project Plan has been submitted to the City by The Lofts at Exchange Place, LLC and Douglas Avenue Parking Garage, LLC to increase the size of the project area; and increase the amount of the Reimbursable Expenditures, as defined in the Project Plan, from \$6,180,000 to \$9,270,000, plus actual interest and financing costs. The boundaries of the Project Area are set forth by a map in **Exhibit D** and a narrative description of the area in **Exhibit E** attached hereto; and

WHEREAS, any substantial change, as defined in the Act, to the Project Plan is subject to a public hearing following publication of notice thereof at least twice in the official City newspaper;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. The City of Wichita is considering the amendment of the Project Plan for the Center City Redevelopment District.

2. The City of Wichita will hold a public hearing to consider the amendment of the Project Plan on the 16th day of December, 2008, at 9:00 a.m., or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas.

3. The governing body will consider making findings and taking action necessary for the amendment of the Project Plan at the public hearing set to be heard herein.

4. A copy of the proposed amendment is available for inspection during the regular office hours in the office of the City Clerk, City Hall, 12th Floor, 455 N. Main, Wichita, Kansas.

5. This Resolution shall be published twice in the official City newspaper.

ADOPTED this 2nd day of December, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and City Council

SUBJECT: HUD Consolidated Plan/One Year Action Plan Funding Categories

INITIATED BY: Housing and Community Services

AGENDA: New Business

Recommendation: Close the public hearing and approve funding categories for the 2009/2010 One Year Action Plan, based on current staff estimates.

Background: The U.S. Department of Housing and Urban Development (HUD) provides annual funding for programs that serve or benefit low to moderate-income persons. This funding is part of the HUD Consolidated Plan process that requires the City of Wichita to submit annual amendments to the 5-Year Consolidated Plan, outlining specific activities to be funded through the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Shelter Grant (ESG) programs.

Each year City staff develops funding estimates and makes recommendations for funding categories to the City Council. Upon approval by the City Council, applications and Requests for Proposals are issued to agencies that can provide the designated services. This information is also made available to the general public.

Analysis: City staff have no indication from HUD as to funding amounts for 2009-2010. Therefore the proposed allocation categories assume reductions based on the funding trends of the past 3-6 years. For CDBG, the recommended reduction is 5%. HOME funds are recommended at a 4% reduction, and ESG is recommended at a 1% reduction. Staff will adjust funding categories and amounts once HUD announces final allocations. All staff modifications will be presented to the City Council for final approval after proposals and applications have been received and reviewed.

Financial Considerations: Staff prepared recommendations based on the following HUD funding estimates for 2009/2010: CDBG - \$2,672,824; HOME - \$1,584,083 and ESG - \$124,521. HOME funds require a 25% match, and in the past, the Department has met this requirement through creative partnerships with community agencies and therefore General Fund match support has not been required. ESG funds require a 100% match which historically has been exceeded by the participating agencies indirect volunteer and direct funding contributions.

Goal Impact: The HUD Consolidated Plan Process supports the Dynamic Core Area and Vibrant Neighborhoods, Economic Vitality and Affordable Living and Quality of Life goals.

Legal Considerations: All proposed Council actions and program activities are consistent with HUD regulations and requirements.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve funding categories for the 2009/2010 One Year Action Plan, based on current staff estimates.

Attachments: 2009/2010 Consolidated Plan Estimates and funding categories.

2009-2010 CONSOLIDATED PLAN ALLOCATIONS

CDBG - CAPITAL

	COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	Capital Improvement Projects				
	- Homeless Resource & Referral Center		\$200,000		
	Total - Capital Projects	\$0	\$200,000	\$0	\$0

CDBG - HOUSING

	COMMUNITY DEVELOPMENT BLOCK GRANT Housing Projects	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	Environmental Services				
	- Neighborhood Code Enforcement Officers	\$171,000	\$171,000		
	Office of Central Inspection				
	Demolition and Clearance of Dangerous and Unsafe Buildings				
	Housing and Community Services				
	- NIS Administration	\$457,894	\$482,173		
	- Home Repair	\$395,277	\$493,931		
	- Rental Housing Loan Program	\$100,000			
	Community Based Home Repair				
	- Neighborhood Clean-Up	\$50,000	\$50,000		
	- Secondary Structure Demolition Program	\$5,000	\$5,000		
	- StopBlight Property Enhancement				
	Total - Housing Projects	\$1,179,171	\$1,202,104	\$0	\$0

CDBG - ECONOMIC DEVELOPMENT

	COMMUNITY DEVELOPMENT BLOCK GRANT Economic Development	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	- 13th/Grove Grocery Store Loan Guaranty (July 12, 2005)				
	Total - Economic Development	\$0	\$0	\$0	\$0

CDBG - NEW COMMUNITIES INITIATIVE/STOPBLIGHT

	COMMUNITY DEVELOPMENT BLOCK GRANT Housing and Community Services	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	- NCI/StopBlight/START	\$390,000			
	Total - New Communities Initiatives	\$390,000	\$0	\$0	\$0

CDBG - NEIGHBORHOOD STABILIZATION/PROGRAM INCOME

	COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	CDBG Program Income	\$400,000			
	Total - Neighborhood Stabilization	\$400,000	\$0	\$0	\$0

2009-2010 CONSOLIDATED PLAN ALLOCATIONS

CDBG - PUBLIC SERVICES

	COMMUNITY DEVELOPMENT BLOCK GRANT Public Services - CAP is \$1,163,310	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	GRANTS REVIEW COMMITTEE	CITY STAFF	CITY COUNCIL
	City Manager's Office - Neighborhood Assistance Program (DAB)	\$325,108	\$343,059			
	Housing and Community Services - Housing First Project Coordinator	\$60,000	\$63,605			
RFP	Women's Services		\$269,033			
	- Catholic Charities, Inc. - Harbor House	\$112,033				
	- YWCA of Wichita - Women's Crisis Center/Safehouse	\$157,000				
RFP	Youth Recreation and Enrichment		\$100,000			
	-YMCA (Youth Recreation Alliance)	\$100,000				
RFP	Summer Youth Employment		\$163,186			
	- Family Services Institute (FSI)	\$111,340				
	- Wichita Indochinese Center (WIC)	\$51,846				
Total - Public Services		<u>\$917,327</u>	<u>\$938,883</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

CDBG - PLANNING AND ADMINISTRATION

	COMMUNITY DEVELOPMENT BLOCK GRANT Planning and Administration - CAP is \$534,564	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	Housing and Community Services				
	- CDBG Indirect Costs	\$66,390	\$57,749		
	- CDBG Program Management	\$334,239	\$351,217		
	- Urban League - Fair Housing Initiatives	\$10,000			
	Planning Department				
	- Historic Preservation Planning	\$92,117	\$97,161		
	- Mandated Consolidated Plan Activities	\$24,255	\$25,710		
Total - Planning and Admin.		<u>\$527,001</u>	<u>\$531,837</u>	<u>\$0</u>	<u>\$0</u>
GRAND TOTAL - CDBG		<u>\$3,413,499</u>	<u>\$2,872,824</u>	<u>\$0</u>	<u>\$0</u>

Note: Total includes allocaitn of \$2,6672,824 and \$200,000 from recaptured unexpended funds.

2009-2010 CONSOLIDATED PLAN ALLOCATIONS

HOME PROJECTS

	HOME INVESTMENT PARTNERSHIPS PROGRAM Projects	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	Housing and Community Services				
	- HOME Investment Partnership Administration	\$165,008	\$158,416		
	- HOME Operating Funds for CHDO's	\$75,000	\$50,000		
	- HOMEownership 80 Program*	\$563,217	\$553,122		
	- 2007 ADDI Downpayment/Closing Costs Grants**				
	- 2008 ADDI Downpayment/Closing Costs Grants**	\$15,610	\$0		
	- Boarded-up House Program	\$200,000	\$150,000		
	- Housing Development Loan Program	\$205,031	\$400,000		
	- Deferred Loan Program	\$175,000	\$35,000		
	Total HOME Projects	<u>\$1,398,866</u>	<u>\$1,346,538</u>	<u>\$0</u>	<u>\$0</u>

	HOME INVESTMENT PARTNERSHIPS PROGRAM CHDO Set Aside Projects	2008/2009 ALLOCATIONS	2007/2008 SUGGESTED ALLOCATIONS	GRANTS REVIEW COMMITTEE	CITY STAFF	CITY COUNCIL
	CHDO Set Aside		\$237,625			
	Community Housing Services					
	- Single Family Home Development	\$65,434				
	Mennonite Housing Rehab Services (MHRS)					
	- Single Family Home Development	\$123,596				
	Power CDC					
	- Single Family Home Development	\$77,884				
	Wichita Indochinese Center					
	- Single Family Home Development	\$0				
	Total CHDO Set Aside Projects	<u>\$266,914</u>	<u>\$237,625</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
	Subtotal - HOME & CHDO Set Aside Projects	<u>\$1,665,780</u>	<u>\$1,584,163</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
	GRAND TOTAL - HOME	<u>\$1,665,780</u>	<u>\$1,584,163</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

2009-2010 CONSOLIDATED PLAN ALLOCATIONS

ESG PROJECTS

	EMERGENCY SHELTER GRANT	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	GRANTS REVIEW COMMITTEE	CITY STAFF	CITY COUNCIL
	Emergency Shelter Grant - Final Allocation					
	Essential Services - Maximum Allocation (30%)		\$37,356			
	- Catholic Charities - Anthony Family Shelter	\$4,659				
	- Inter-Faith Ministries - Inter-Faith Inn	\$4,258				
	- Salvation Army - Emergency Lodge	\$6,311				
	- United Methodist Open Door	\$20,771				
	Maintenance and Operations		\$43,583			
	- Catholic Charities - Anthony Family Shelter	\$19,488				
	- Catholic Charities - Harbor House	\$6,689				
	- Inter-Faith Ministries - Inter-Faith Inn	\$19,544				
	- Inter-Faith Ministries - Safe Haven	\$8,755				
	- Salvation Army - Emergency Lodge	\$15,708				
	- YWCA - Women's Crisis Center	\$3,614				
	Homeless Prevention - Maximum Allocation (30%)		\$37,356			
	- Center of Hope - Rent Assistance	\$9,693				
	Administration - Maximum Allocation (5%)		\$6,226			
	- Human Services Department - ESG Administration	\$6,289				
	GRAND TOTAL - ESG	<u>\$125,779</u>	<u>\$124,521</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by LDG Development that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lot 1, except that part platted as Comotara Power Center Addition, and except the South 190.59 feet, Block 1, Killarney Plaza 2nd Addition to Wichita, Sedgwick County, Kansas

WHEREAS, this housing development will contain up to 50 apartment units (a combination of one-bedroom apartments and two-bedroom apartments), a clubhouse with a community room, and landscaped walking paths. Said residential development to be reserved for senior citizen tenants, age 55 and over.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until December 2, 2009. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Office of Central Inspection, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit. All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this
2nd day of __December__, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
December 2, 2008**

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Inwood Crossings Senior Apartments (District I)

INITIATED BY: Housing and Community Services

AGENDA: New Business

Recommendation: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, with waiver of the 20% market-rate unit requirement, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The Program can provide as much as 55%-60% of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the Program.

The City has received a request from LDG Development, for a City Council resolution of support for an application for Housing Tax Credits in connection with the development of the Inwood Crossings Senior Apartments, to be located at 3540 N. Inwood.

Under the City's adopted Housing Tax Credit policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) also review the project for zoning and design appropriateness and provide comment regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application.

Analysis: The project proposed by LDG involves construction of an apartment complex at 3540 N. Inwood, on a site immediately north of the Inwood Crossings Apartment complex, which is currently under construction. Upon completion, the new complex will offer 40 two-bedroom apartments and 10 one-bedroom apartments for a total of 50 units, which will be made available to senior citizens, age 55 and older. Amenities will include a clubhouse/community room, and, according to the site plan, landscaped walking paths. Monthly rent for the apartments will be \$622, for the two-bedroom apartments, and \$271 for the one-bedroom apartments, net of utility allowances. LDG Multifamily, LLC will serve as the project developer and the applicant/sponsor.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. LDG is seeking a waiver of this requirement, as the apartment community will serve only senior citizens, a special needs population. The

City's policy provides for a waiver of the market-rate unit requirement when HTC apartment projects will only serve special needs populations. Thus, the project is eligible for the waiver.

The proposed project is consistent with the project scope contemplated in the resolution of support that was adopted by the City Council on May 15, 2007, for the neighboring Inwood Crossings Apartments.

The City's Planning Department has reviewed the proposed project. Planning staff members have indicated that the site is appropriately zoned for the proposed project, and that there is sufficient parking capacity given the apartment unit mix. Zoning compatibility setback standards will be reviewed, as part of the City's permit application and plan review process. Planning also suggested a pedestrian walkway to the commercial area immediately to the east. The Office of Central Inspection recommended berms and landscaping along Inwood, above and beyond the minimum landscape ordinance requirements, similar to the landscaping plan for the apartment complex immediately to the south. The City's traffic engineer will also review the site plan, in order to make certain that entrances are compatible with the existing street design.

Representatives of LDG presented the proposed project to a meeting of the K-96 Neighborhood Association on August 21, 2008, and DAB I voted (10-1) to recommend adoption of the resolution of support during its November 3, 2008 meeting, with waiver of the 20% market rate unit requirement. The DCC also voted to recommend adoption of the resolution of support.

Housing and Community Services (HCS) believes that the proposed project will provide safe, clean affordable rental housing for senior citizens. HCS recommends adoption of a resolution of support by the City Council, with waiver of the 20% market-rate unit requirement.

The resolution of support will not constitute final plan or design approval. If the project is awarded Housing Tax Credits, the project developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's Housing Tax Credit Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

Financial Considerations: The total project is estimated to be \$5,963,532. Financing includes proceeds from the sale of the HTC's in the amount of \$3,785,559, a mortgage loan in the amount of \$1,763,000, and deferred developer fees in the amount of \$414,973.

Goal Impact: The proposed project contributes to the City Council goal of Economic Vitality and Affordable Living.

Legal Considerations: The developer has complied with the Housing Tax Credit policy requirements as specified in City Council Resolution No. R 07-584. A resolution document has been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, with waiver of the 20% market-rate unit requirement, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

Attachments: Resolution document.

RESOLUTION NO. 08-537

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by LDG Development that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lot 1, except that part platted as Comotara Power Center Addition, and except the South 190.59 feet, Block 1, Killarney Plaza 2nd Addition to Wichita, Sedgwick County, Kansas

WHEREAS, this housing development will contain up to 50 apartment units (a combination of one-bedroom apartments and two-bedroom apartments), a clubhouse with a community room, and landscaped walking paths. Said residential development to be reserved for senior citizen tenants, age 55 and over.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until December 2, 2009. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Office of Central Inspection, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit.

All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 2nd day of December, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
December 2, 2008**

TO: Mayor and City Council

SUBJECT: KS Aviation Museum Building Upgrades
(District III)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve staff to 1) initiate Request for Proposals (RFP) not to exceed \$75,000 for design work on Kansas Aviation Museum infrastructure improvements to address ADA compliance including elevator service, restrooms and upgraded electrical/mechanical systems; 2) require a good faith demonstration of financial commitment by the Kansas Aviation Museum to raise capital funds for the improvements and report their progress back to the Council before commencement of construction.

Background: In November of 2007, the Wichita City Council approved \$1 million in funding allocated in the Capital Improvement Program for the upgrade of inefficient infrastructures at three facilities: Cowtown, Mid-America All-Indian Center (MAAIC) and the Kansas Aviation Museum. Enhancements are necessary to the Kansas Aviation Museum to upgrade the existing electrical/mechanical systems and bring the facility into ADA code compliance.

Analysis: Design work to identify costs associated with the upgrades is necessary for budget and construction initiation. In addition, a good faith demonstration of financial commitment from the Kansas Aviation Museum is requested before actual construction would begin. Kansas Aviation Museum will have 120 days from the initiation of the RFP to demonstrate a substantial financial commitment to assist in the cost of improvements to the facility before commencement of construction.

Financial Considerations: Cost of the proposed improvement design work has been identified as approximately 10% of the total cost of improvements necessary to bring the facility into compliance and complete the electrical/mechanical upgrades.

Goal Impact: To provide adequate and necessary maintenance of capital assets.

Legal Considerations: Approved to form.

Recommendations/Actions: Approve staff to 1) initiate Request for Proposals (RFP) not to exceed \$75,000 for design work on Kansas Aviation Museum infrastructure improvements to address ADA compliance including elevator service, restrooms and upgraded electrical/mechanical systems; 2) require a good faith demonstration of financial commitment by the Kansas Aviation Museum to raise capital funds for the improvements and report their progress back to the Council before commencement of construction.

Attachments: None

(First published in The Wichita Eagle, _____)

Ordinance No. 48-127

AN ORDINANCE PERTAINING TO THE BIG ARKANSAS RIVER AND BANK AREA, AMENDING SECTIONS 9.28.020 AND 9.28.050 OF THE CODE OF THE CITY OF WICHITA; AND REPEALING THE ORIGINALS OF SAID SECTIONS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. Section 9.28.020 of the Code of the City of Wichita is hereby amended to read as follows:

Sec. 9.28.020. Boundaries--Designated park and recreation area. All of that area within the city limits of Wichita lying between the high water marks, including adjacent land-side public easements (except streets and alleys), dedications, and reserves, and including the bed of the Big Arkansas River, is hereby designated as the Big Arkansas River and Bank Area, and the same is further designated as a park and recreation area under the control and jurisdiction of the board of park commissioners of the city, except as hereinafter provided.

SECTION 2. Section 9.28.050 of the Code of the City of Wichita is hereby amended to read as follows:

Sec. 9.28.050. Rules and regulations. The board of park commissioners is hereby authorized and directed to promulgate appropriate rules and regulations governing the use

of the area and for the conduct of persons therein, subject only to the requirements of K.S.A. 32-1103.

SECTION 3. The originals of Sections 9.28.020 AND 9.28.050 of the Code of the City of Wichita are hereby repealed.

SECTION 4. This ordinance shall be effective upon its passage and publication once in the official city newspaper.

PASSED AND ADOPTED BY THE GOVERNING BODY, this day
December 9th, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
December 2, 2008**

TO: Mayor and Members of the City Council

SUBJECT: Boundaries of the Big Arkansas River and Bank Area -- Ordinance

INITIATED BY: Board of Park Commissioners

AGENDA: New Business

Recommendation: Approve the Ordinance.

Background: Chapter 9.28 of the City Code defines the Big Arkansas River and Bank Area and directs the Board of Park Commissioners to promulgate the appropriate rules and regulations governing the use of the area in accordance with State Law. Issues have arisen from time to time over the definition of the boundaries of the Big Arkansas River and the location of adjacent property boundaries and plat lines. On August 8, 2006, at the request of the Park Board, the City Council adopted a Resolution (06-423) to impose a moratorium on the filing and approval of plats in areas adjoining the Arkansas River. This one year moratorium was to allow staff to plan and study projects for future utilization of the River. During the moratorium, one pending conflict was amicably resolved. Staff has subsequently reviewed practical and legal means to address the concerns about the boundaries. Potential questions of Park Board jurisdiction exist where plats of private property intrude upon the Bank Area or where there is a gap between the designated boundary of the private property and the boundary of the Bank Area.

Analysis: On November 10, 2008, the Board of Park Commissioners received a staff report and public comment on a proposed amendment to Chapter 9.28. The Park Board voted unanimously to recommend that the City Council adopt the proposed ordinance to clarify the Arkansas River Bank Area.

The proposed solution is to amend the definition of "The Big Arkansas River and Bank Area." To address areas of gap between private property lines and the River boundary, the proposed ordinance adds to the Park Board's jurisdiction "adjacent land-side public easements (except streets and alleys), dedications, and reserves." This should make drainage easements, flood control easements, public landscaping and open space areas, etc., which are outside of the original Bank Area, a part of the adjacent "Bank Area" for regulatory purposes. This will allow for more uniformity and certainty in the management and maintenance of the River banks by City crews and administration of the park and recreation functions of the City. It does not impact the State definition of the high water mark boundaries of the Arkansas River. The ordinance amendment also updates the reference to State law.

Financial Considerations: There is no financial impact of the ordinance.

Goal Impact: The proposed amendment will improve the quality of life and promote an efficient infrastructure by allowing for the improvement of maintenance and management of the River banks.

Legal Considerations: The City of Wichita cannot change or affect the boundaries of private property or the boundaries of the Arkansas River. Title to the bed of a navigable river, such as the Big Arkansas River, is vested in the State of Kansas. The best reading of Kansas Statutes, Court decisions, Attorney General Opinions, and treatises is that "The public land extend up to

the high water mark, which is the point to which the water usually rises in ordinary seasons of high water.” The City has the authority under State law (KSA 32-1103) to exert jurisdiction over the banks of the Arkansas River up to the high water marks; it further has Home Rule authority to assert such jurisdiction outside the high water marks. The ordinance has been drafted and reviewed as to form by the Law Department.

Recommendation/Actions: Approve first reading of the ordinance.

Attachments: Delineated Ordinance

delineated

(First published in The Wichita Eagle, _____)

Ordinance No. _____

AN ORDINANCE PERTAINING TO THE BIG ARKANSAS RIVER AND BANK AREA,
AMENDING SECTIONS 9.28.020 AND 9.28.050 OF THE CODE OF THE CITY OF
WICHITA; AND REPEALING THE ORIGINALS OF SAID SECTIONS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. Section 9.28.020 of the Code of the City of Wichita is hereby amended to
read as follows:

Sec. 9.28.020. Boundaries--Designated park and recreation area. All of that area
within the city limits of Wichita lying between the high-water marks, including adjacent
land-side public easements (except streets and alleys), dedications, and reserves, and
including the bed of the Big Arkansas River, is hereby designated as the Big Arkansas
River and Bank Area, and the same is further designated as a park and recreation area
under the control and jurisdiction of the board of park commissioners of the city, except as
hereinafter provided.

SECTION 2. Section 9.28.050 of the Code of the City of Wichita is hereby amended
to read as follows:

Sec. 9.28.050. Rules and regulations. The board of park commissioners is hereby
authorized and directed to promulgate appropriate rules and regulations governing the use
of the area and for the conduct of persons therein, subject only to the requirements of
K.S.A. 32-1103 ~~82a-815~~.

SECTION 3. The originals of Sections 9.28.020 AND 9.28.050 of the Code of the City of Wichita are hereby repealed.

SECTION 4. This ordinance shall be effective upon its passage and publication once in the official city newspaper.

PASSED AND ADOPTED BY THE GOVERNING BODY, this day _____.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
December 2, 2008**

TO: Mayor and City Council

SUBJECT: Exempt Salary Ordinance – Tennis Professional Incentives

INITIATED BY: Human Resources

AGENDA: New Business

Recommendation: Approve the amended ordinance and place it on first reading.

Background: Salary ordinances establish pay rates, plus any other pay provisions. This Exempt Employee Salary Ordinance implements incentives agreed to for the Tennis Professional in connection with it becoming a City position, which was approved by the City Council in June, 2008. This change will be effective November 3, 2008, when the Tennis Professional started as a City employee.

Analysis:

The following are the text and table added to the ordinance under Section 2. Other Provisions, subsection a, paragraph (14). This subsection lists pay provisions that are exceptions or additions to base salaries.

- (14) The compensation for Tennis Professional will include, in addition to base salary from its stated salary range, performance incentives calculated and tied into the month-end revenues generated at the tennis facility from all sources, including tennis lessons. The percentages will increase as these accumulated revenues increase throughout the year. The monthly calculation percentage is based on the revenue table shown below. (“Private Lessons” and “Group Lessons” refer to lessons taught by the Tennis Professional. “Other Lessons” refer to lessons taught by other instructors.)

Tennis Center Total Revenue	Up to \$40,000	\$40,000.01 to \$90,000	\$90,000.01 to \$140,000	Over \$140,000
Private Lessons	30%	40%	50%	60%
Group Lessons	20%	20%	30%	30%
Leagues	10%	10%	15%	15%
Tournaments	10%	10%	20%	20%
Other Lessons	5%	5%	10%	10%
Special/Social Events	10%	10%	20%	20%

Financial Considerations: The Riverside Tennis Center’s 2008 Revised Budget has adequate salary savings to pay for the incentives that will occur in this year. The Center’s 2009 Adopted Budget is \$199,080. It is anticipated that performance incentives could cost approximately \$30,000; the 2009 Revised Budget will be adjusted to include the incentives.

Goal Impact: The Riverside Tennis Center enhances the Quality of Life by providing educational and competitive athletic opportunities. The human resources and financial impacts fall under the Internal Perspective.

Legal Considerations: The Department of Law has reviewed the ordinance and approved as to form.

Recommendations/Actions: It is recommended that the City Council adopt the ordinance and place it on first reading.

Exempt & Management

ORDINANCE NO. 48-130

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 48-122

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SALARY RANGES

SECTION 1. The following pay rates are established for the *Exempt & Management Pay Plan*. Salaries are expressed in minimum and maximum annual rates.

2009 Salary Ranges

	Minimum	Maximum
B32	\$31,768	\$54,534
C41	\$35,699	\$63,473
C42	\$39,357	\$69,975
C43	\$43,013	\$76,477
C44/C51	\$46,641	\$85,786
C45/C52	\$54,499	\$95,684
D61	\$58,040	\$105,298
D62	\$61,722	\$111,976
D63	\$65,402	\$118,654
D71	\$68,666	\$128,592
D72	\$74,086	\$138,743
E81	\$77,124	\$148,946
E82	\$80,666	\$155,786
E83	\$84,209	\$162,627

SECTION 2. Other Provisions

- a. Unless otherwise indicated in the schedule contained in Section 1 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:
- (1) Police Captains shall be allowed up to a maximum of \$650.00 in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. This provision does not apply to Deputy Police Chiefs or the Police Chief, or to civilianized positions that are not required to be in uniform.
 - (2) Fire Battalion Chiefs and Fire Division Chiefs who are required to wear uniforms while on duty shall be allowed up to a maximum of \$600. This provision will not apply to Deputy Fire Chiefs or the Fire Chief.

Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items which the City Manager may authorize.
 - (3) Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.
 - (4) The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of \$125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine

which positions will require such uniforms and may revise and amend such determination at his/her discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed \$150.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

- (5) Police Captains who have received a degree from a four-year college or university will receive \$110.00 per month for a bachelor's degree or \$135 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved by the Department Director and the City Manager. These employees are not eligible for the Tuition Reimbursement Program. This provision does not apply to the Deputy Police Chiefs or the Police Chief.
- (6) Police Captains who are assigned to duty requiring regular and frequent aerial flights shall be entitled to Hazardous Duty pay not to exceed \$60.00 per payday for each month in which at least twenty (20) flight hours are logged, under a special allowance program promulgated and administered by the City Manager, which program may be revised and amended at his/her discretion. Police Department personnel who are certified/trained and assigned to bomb duty, clandestine labs, canine and SWAT duty, shall be compensated in addition to their regular pay, \$60.00 per pay period. This provision does not apply to Deputy Police Chiefs or the Police Chief.
- (7) Fire Battalion Chiefs and Fire Division Chiefs shall receive education pay of \$50.00 per month for a bachelor's degree or \$75.00 per month for a master's degree, from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement Program. This provision does not apply to the Deputy Fire Chiefs or the Fire Chief.
- (8) Fire Battalion Chiefs who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat or Technical Rescue, will receive an additional \$35.00 per pay period. An employee may receive only one category of Special Duty Pay.
- (9) Airport Safety Personnel, and, if not commissioned, the incumbent of the Fire and Medical Rescue Coordinator will receive \$35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician course.
- (10) Allowance for travel expenses or for the use of personally owned vehicles may be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager.

Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.

- (11) In recognition of long and faithful service, the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed \$2.00, times the total years of service, per month, e.g., (2.00 X 10 years of service = \$20.00 per month payment.) For employees with over eleven years accumulative municipal employment, the payment shall be \$5.00 times the total years of service per month, e.g. \$5.00 times 12 years of service = \$60.00 per month in payment.
- (12) At the discretion of the City Manager, the maximum of a pay range may be exceeded by not more than 10% for a specified period of time to compensate any Department Director if broader or higher level administrative responsibility is regularly assigned to that position.
- (13) The City Manager may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four weeks.
- (14) **The compensation for Tennis Professional will include, in addition to base salary from its**

stated salary range, performance incentives calculated and tied into the month-end revenues generated at the tennis facility from all sources, including tennis lessons. The percentages will increase as these accumulated revenues increase throughout the year. The monthly calculation percentage is based on the revenue table shown below. ("Private Lessons" and "Group Lessons" refer to lessons taught by the Tennis Professional. "Other Lessons" refer to lessons taught by other instructors.)

Tennis Center Total Revenue	Up to \$40,000	\$40,000.01 to \$90,000	\$90,000.01 to \$140,000	Over \$140,000
Private Lessons	30%	40%	50%	60%
Group Lessons	20%	20%	30%	30%
Leagues	10%	10%	15%	15%
Tournaments	10%	10%	20%	20%
Other Lessons	5%	5%	10%	10%
Special/Social Events	10%	10%	20%	20%

- (15) If an employee moves into a new classification due to a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid to the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

- b. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.
- c. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.
- d. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.
- e. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.
- f. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.
- g. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.
- h. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.

- i. The City Manager is authorized to establish pay plans for employees who are exempt from the provisions of the Fair Labor Standards Act. The City Manager shall determine the actual pay for each position within the minimum and maximum pay levels for the position.
- j. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.
- k. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 4. A listing of the position classifications and their pay ranges, as reflected in the current salary ordinance, is provided by appendix to this Section.

SECTION 6. Ordinance No. **48-122** is hereby repealed.

SECTION 7. This ordinance shall take effect retroactively to November 3, 2008, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this 9th day of December.

Carl Brewer, Mayor

Attest: _____

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law and City Attorney

CURRENT TRANSPORTATION ISSUES

- i. Projects in Current Federal Legislative Agenda:
 - 1. I-235/U S 54 and Central Avenue/I-235 Interchanges
 - 2. 21st Street North Railroad Overpass
 - 3. 47th Street South, I-135 to Broadway
 - 4. Noise Abatement for K-96, I-235, and Meridian Avenue Interchange
 - 5. Rail Corridor (BNSF and UP Crossing at Pawnee)

- II. Other Highway Issues:
 - 1. I-135, K-96, K-254 Interchange (North Junction)
 - 2. E. Kellogg Construction – East of KTA
 - 3. W. Kellogg Construction – West of 111th Street W.
 - 4. Kellogg at Washington/I-135
 - 5. I-235 at 13th Street Interchange (Floodway Flyover)
 - 6. N.W. ByPass

- III. Rail Issues:
 - 1. Amtrak Rail Service
 - 2. Rail Corridor/Consolidation Study

- IV. Aviation Issues:
 - 1. Affordable Airfares for Kansas
 - 2. Intrastate Air Service Program
 - 3. General Aviation Airport Grants

- V. Transit Issues:
 - 1. Operational Support

- VI. Other Issues:
 - 1. Walk/Bike Paths

**City of Wichita
City Council Meeting
December 2, 2008**

TO: Mayor and City Council

SUBJECT: 2009 State Legislative Agenda

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the agenda

Background: The contents of the proposed state legislative agenda have been reviewed during an earlier City Council workshop and adjusted following subsequent discussion. The agenda is the same presented to Council workshop in Oct. 28, minus the items dealing with motorcycle impoundments and novelty lighters.

Analysis: Adoption of the agenda provides a starting point for the Council's involvement in the 2009 state legislative session. Additional agenda items may come forward as the session proceeds, and they will be brought to Council attention at the appropriate opportunity.

Financial Considerations: None

Goal Impact: Adoption of the policy will contribute to the Internal Perspectives services goal relating to overall management, function and policy direction of the City of Wichita

Legal Considerations: N/A

Recommendations/Actions: It is recommended that the City Council approve the legislative agenda.

Attachments: Proposed 2008 state legislative agenda

December 2, 2008
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlmnt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
1327 N. Ohio	I	1 yr	No	05/19/08	07/14/08 09/08/08 10/06/08	Yes Yes No	60 Days 30 Days 10/10	Secure	Scattered trash, rotting garbage in collapsing garage and tall grass and weeds.	The 2008 taxes are due in the amount of \$189.67.	None
2001 E. 21st N.	I	1 yr 3 mos.	No	05/19/08	07/14/08 09/08/08 10/06/08	Yes Yes No	60 Days 30 Days 10/10	Secure	Mattress, trash and several tires.	The 2006 and 2007 taxes are delinquent in the amount of \$31,350.09, which includes all specials prior to 2008. The 2008 taxes are due in the amount of \$13,874.06, which includes 2008 specials. The total taxes due are \$45,224.15.	There is a 2008 special assessment for board-ups and weed cutting in the amount of \$1144.75, which includes \$41.54 in interest. There is a pending special for weed cutting and lot cleanup in the amount of \$1668.49.

DATE: November 19, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1327 N. Ohio

LEGAL DESCRIPTION: Lots 29 and 31, on Ohio Avenue, H.O. Burleigh's Third Addition to the City of Wichita, Kansas, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 26x36 feet in size. Vacant for at least 6 months, this structure has a shifting and cracking block foundation, with missing blocks; missing asphalt siding; sagging and badly worn composition roof, with holes and missing shingles; deteriorating front porch; rotted wood trim and framing members; and the 12x18 foot accessory structure has collapsed.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. The building has parts, which are so attached that they may fall and injure other property or the public.
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 19, 2008

BCSA GROUP # 6

ADDRESS: 1327 N. Ohio

ACTIVE FIELD FILE STARTED: November 20, 2007

NOTICE(S) ISSUED: Since November 20, 2007, a notice of improvement and violation notices have been issued. There is an open Neighborhood Nuisance Enforcement case on this property and a Uniform Criminal Complaint issued.

PRE-CONDEMNATION LETTER: February 26, 2008

TAX INFORMATION: The 2008 taxes are due in the amount of \$189.67.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Scattered trash, rotting garbage in collapsing garage and tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From December 24, 1997 through October 11, 2007 there have been fifteen reported police incidents at this location including disturb the peace phone call domestic violence, field interview/observation, runaway, auto theft not recovered, draw deadly weapon, possession of paraphernalia, identity theft, violation of district court order, (5) batteries and (2) disorderly conduct other.

FORMAL CONDEMNATION ACTION INITIATED: May 19, 2008

RECENT DEVELOPMENTS: No repairs made and structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the July 14, 2008 BCSA hearing, the owner, Kenneth Rogers, represented the property.

The active file on this property was initiated on November 20, 2007. The 2007 taxes are delinquent in the amount of \$98.39; there are no cost assessments against the property. There have been no repairs made to the property. The structure is secure.

Mr. Rogers told the Board that his current financial situation would not permit him to have the roof repaired. He said he would be willing to tear down the accessory structure

and remove all debris from the site.

Vice Chairman Youle asked Mr. Rogers if he intended to occupy the property or rent it out. Mr. Rogers said that he hoped to fix up the structure and live in it.

Board Member Banuelos made a motion to allow sixty days for the accessory structure to be razed, the debris to be cleared from the site, and for Mr. Rogers to reappear before the Board at the end of the sixty days and report on the status of the property. Board Member Hentzen seconded the motion. The motion passed.

At the September 8, 2008 BCSA hearing Kenneth Rogers, owner, in attendance to represent this property.

The property was first before the Board at the July 14, 2008, hearing. Mr. Rogers was present at the hearing. At that time, the Board approved a motion to allow sixty days for the demolition of the accessory structure and the debris to be removed from the site; and for Mr. Rogers to reappear before the Board with an update on the status.

The taxes are current and there are no special assessments against the property. There are large piles of debris and bulky waste and tall grass on the premises. No repairs have been made; however, the structure is secure.

Addressing the Board, Mr. Rogers explained that he had cut the grass and had been working on razing the accessory structure. Mr. Rogers further explained that, in addition to his financial constraints, his third shift job prevented him from spending much time on the repairs to the property.

Board Member Hartwell asked whether Mr. Rogers thought the property was worth the monetary investment that would be required to correct the violations. Mr. Rogers replied that he would have to get more information on the costs for all of the repairs.

Board Member Youle made a motion to allow thirty days to put together cost estimates for the repairs and then reappear before the Board to report his findings. Board Member Willenberg seconded the motion. The motion was approved with Board Member Hentzen opposing.

At the October 6, 2008 BCSA hearing, no one was in attendance to represent this property.

The property was first before the Board at the July 14, 2008, hearing. At the September 8, 2008, hearing, a motion was approved to allow thirty days for Mr. Rogers to put together cost estimates for the repairs and then reappear before the Board to report his findings.

Board Member Willenberg made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin wrecking and ten days to complete the removal. Board Member Harder seconded the motion. The motion passed without opposition.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 19, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2001 E. 21st N.

LEGAL DESCRIPTION: Parcel 1: Lot 1, except the north 10 feet thereof, and all of Lots 3, 5, 7, 9, 11, 13, 15, 17, 19, 21 and 23, on Guy, now Piatt Avenue, in Parview Addition of Wichita, Kansas, Sedgwick County, Kansas. Parcel 2: Lot 2, except the north 10 feet thereof, and all of Lots 4, 6, 8, 10 and 12, on Sedgwick, now Minnesota Avenue, in Parkview Addition to Wichita, Kansas, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story commercial building about 45x20 feet in size. Vacant for at least 3 years, this structure has deteriorating brick veneer siding; exposed and rusted metal studs; and the interior has been vandalized.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those which show thirty-three percent or more of damage or deterioration of the supporting members or fifty percent or more of damage or deterioration of the non-supporting enclosing or outside walls or covering.

B. Those which have become or are so dilapidated decayed, unsafe, unsanitary or which so utterly fail to provide the habitation, or are likely to cause sickness or disease, so as to work injury to the health, morals, safety or general welfare of those living therein.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 19, 2008

BCSA GROUP # 6

ADDRESS: 2001 E. 21st N. (aka: 2138 N. Minnesota and 2011 E. 21st N.)

ACTIVE FIELD FILE STARTED: August 8, 2007

NOTICE(S) ISSUED: Since February 28, 2008, notice of improvements, violation notices have been issued and it has been the subject of Municipal Court. Central Inspection staff completed one emergency board-up in 2007 at a cost of \$144.80 and four emergency board-ups in 2008 at a cost of \$859.23.

PRE-CONDEMNATION LETTER: February 28, 2008

TAX INFORMATION: The 2006 and 2007 taxes are delinquent in the amount of \$31,350.09, which includes all specials prior to 2008. The 2008 taxes are due in the amount of \$13,874.06, which includes 2008 specials. The total taxes due are \$45,224.15.

COST ASSESSMENTS/DATES: There is a 2008 special assessment for board-ups and weed cutting in the amount of \$1144.75, which includes \$41.54 in interest. There is a pending special for weed cutting and lot cleanup in the amount of \$1668.49.

PREMISE CONDITIONS: Mattress, trash and several tires.

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: Numerous weed mowing cases as follows: July 24, 2006 in the amount of \$118.00, August 8, 2006 in the amount of \$118.00, January 5, 2007 in the amount of \$118.00, September 24, 2007 in the amount of \$121.99 (assessed in 2008), October 15, 2007 in the amount of \$121.99 (assessed in 2008) and August 26, 2008 in the amount of \$169.43 (pending). Two lot cleanup cases as follows: October 6, 2006 in the amount of \$709.72 and July 11, 2008 in the amount of \$1499.06 (pending).

POLICE REPORT: From February 4, 1990 through July 6, 2007 there have been 234 reported police incidents at this location. The types of cases range from the most severe murder/negligent manslaughter through non severe miscellaneous report.

FORMAL CONDEMNATION ACTION INITIATED: May 19, 2008

RECENT DEVELOPMENTS: No repairs made and structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the July 14, 2008 BCSA hearing this property was represented by Joseph Weber, attorney for the Ciena Capital, LLC, the

financial institution foreclosing on the property.

There has been an active file on this property since August 2007. An emergency board up was done by Central Inspection staff at a cost of \$157.04; there is currently an active Environmental case on this property; the 2006 and 2007 taxes are delinquent in the amount of \$30,263.89, including special cost assessments. There are 2007 and 2008 lot mowing assessments in the amount of \$2,339.80. There is a pending special in the amount of \$138.69. At the last site visit, the premise condition was good; no repairs have been made. The structure is secure.

Mr. Weber explained that his client has foreclosed on the property and are in the process of getting bids for possibly removing the underground tanks. He said that he has been in contact with a representative of the Kansas Department of Health and Environment to determine what has to be done for the environmental clean up. Mr. Weber requested that the Board grant an additional thirty to sixty days to complete the bidding process. He said that his client has not yet received the title to the property.

Board Member Coonrod made a motion to allow sixty days for the company to formulate a plan of action, and then a representative for the property must appear before the Board to give a status update. Board Member Willenberg seconded the motion. The motion was approved.

At the September 8, 2008 BCSA hearing Joseph Weber, Attorney for Sienna Capital, LLC, and (formerly Business Loan Center, Inc.) represented this property.

This property was first before the Board at the July 14, 2008, hearing. Mr. Weber was present at that time as a representative of the company, which was in the process of foreclosing on the property. At that hearing, the Board approved a motion to allow sixty days for Sienna Capital, LLC, to formulate a plan of action and then reappear to update the Board on the status.

The 2006 and 2007 taxes are still delinquent in the amount of \$30,742.51, including special assessments against the property for weed mowing and lot clean up. There is also a pending special assessment for weed mowing in the amount of \$138.69. No repairs have been made to the structure, but it is secure.

Reporting to the Board, Mr. Weber explained that Sienna Capital, LLC, was waiting on the bids from companies for the environmental cleanup. The company has received one bid so far. Because the loan is a Small Business Administration loan, the SBA has to approve whatever is to be done. A decision from the SBA is expected within the next two weeks.

Mr. Weber has recommended to the SBA that all underground tanks should be removed and the entire lot be cleared in order to make it marketable. Once it is cleaned up, the property is estimated to be worth approximately \$210,000. The Kansas Department of Health and Environment would have to monitor the clean up because there has been

leakage from the underground tanks in the past. The representative of KDHE indicated to Mr. Weber that the clean up would not be a major issue.

Sienna Capital, LLC, intends to have the grocery building demolished and will probably raze the rest of the structures, clean up the lot, and then sell the property, according to Mr. Weber. He asked the Board to grant an additional thirty days to allow for the receipt of the remainder of the bids for consideration by the company.

Board Member Hartwell made a motion to allow thirty days for Sienna Capital, LLC, to obtain the necessary bids and then reappear before the Board with an update of the property. Board Member Banuelos seconded the motion. The motion was approved.

At the October 6, 2008 BCSA hearing there was no one in attendance as a representative for this property.

This one-story commercial building is about 45x20 feet in size. Vacant for at least three years, this structure has deteriorating brick veneer siding; exposed and rusted metal studs; and the interior has been vandalized.

This property was first before the Board at the July 14, 2008, hearing. Mr. Joseph Weber, attorney for the finance company in the process of foreclosing on the property, was present at the hearing. Although he was unable to attend the October 6, 2008, hearing, Mr. Weber had contacted Ms. Legge and explained that the bids he had received to wreck the canopy and remove the underground tanks had come in at \$75,000. Considering that cost in addition to the \$35,000 in back taxes, it was determined by Ciena Capital, LLC, that it would be in its best interest to allow the City to condemn the property. According to Mr. Weber, Ciena Capital, LLC, would not contest the City's effort to have the structure demolished.

Board Member Harder made a motion to refer the property to the City Council recommending condemnation, with ten days to begin demolition and ten days to complete razing the structure. Board Member Willenberg seconded the motion. The motion was approved.

With no other business to conduct, Board Member Willenberg made a motion to adjourn the meeting. Board Member Harder seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
(District I)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On October 21, 2008, a report was submitted with respect to the dangerous and unsafe conditions on the properties listed below. The Council adopted a resolution providing for a public hearing to be held on the condemnation actions at 9:30 a.m. or as soon thereafter, on December 2, 2008.

Analysis: On October 6, 2008, the Board of Code Standards and Appeals (BCSA) held a hearing on the properties listed below

<u>Property Address</u>	<u>Council District</u>
a. 1327 North Ohio	I
b. 2001 East 21 st Street North	I

Detailed information/analysis concerning these properties are included in the attachments.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

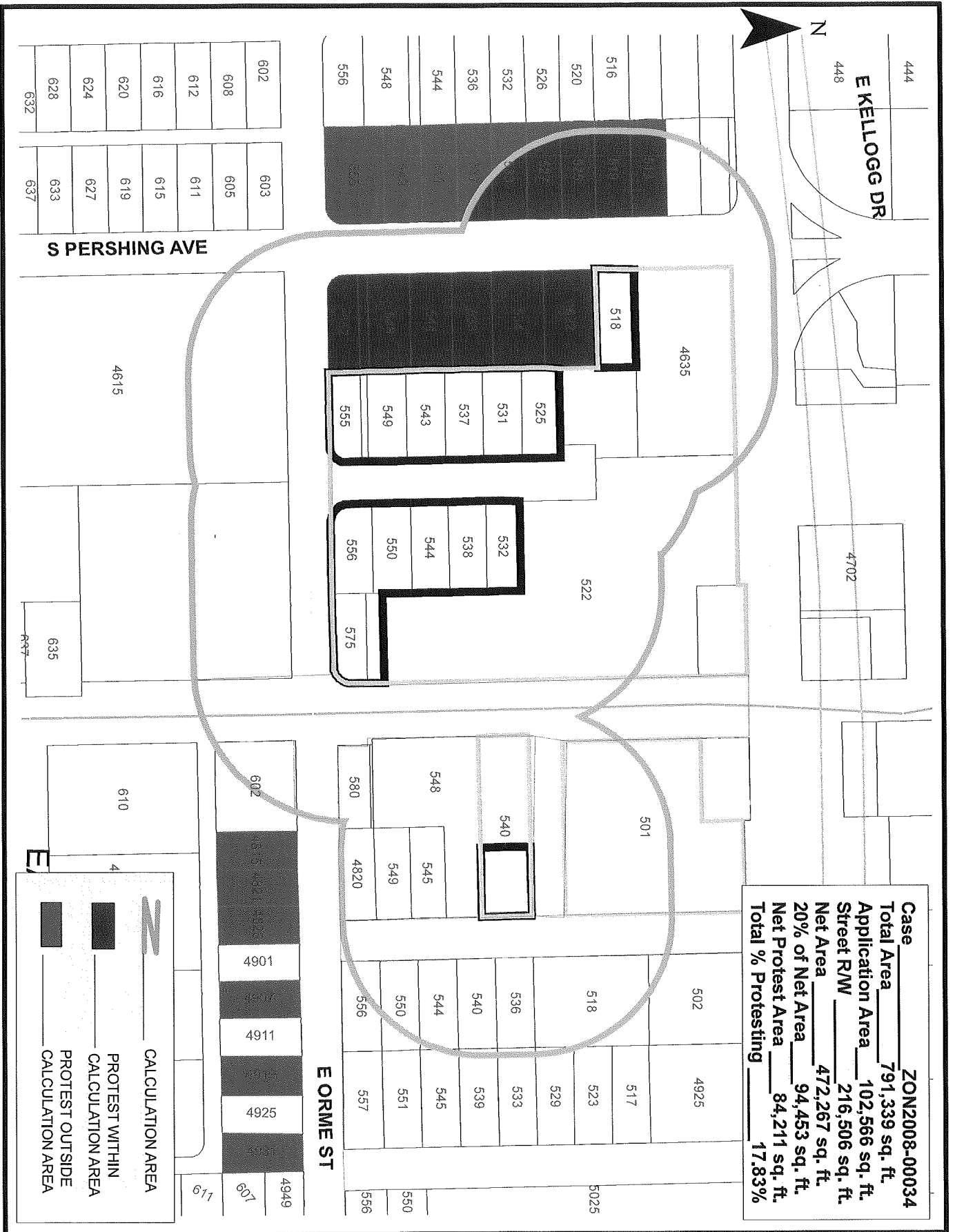
Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on October 24, 2008 and October 31, 2008. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date, as of December 2, 2008; (2) the structures have been secured as of December 2, 2008 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of December 2, 2008, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Attachments: Case Summary, Summary and Follow-Up History.



OLIVER RETAIL CENTER

COMMUNITY UNIT PLAN

DP-26-

GENERAL PROVISIONS

- [illegible]

- [illegible]

- [illegible]

-

LEGAL DESCRIPTION

- On March 10/2010, Prof. of Law, L. A. & E. of the ECUOT, had the great pleasure to meet a group of students from the University of La Laguna (ULL) who were visiting the ECUOT as part of a mobility program. The group was led by Prof. Dr. Juan Carlos Rodríguez Cordero, who is currently a visiting professor at the ECUOT. The group was composed of 10 students, 5 of whom were from the Faculty of Law and 5 from the Faculty of Economics. They were accompanied by Prof. Dr. Juan Carlos Rodríguez Cordero, who is currently a visiting professor at the ECUOT. The group was composed of 10 students, 5 of whom were from the Faculty of Law and 5 from the Faculty of Economics. They were accompanied by Prof. Dr. Juan Carlos Rodríguez Cordero, who is currently a visiting professor at the ECUOT.

- | PARCEL A | | PARCEL B | |
|--|--------------|--|--------------|
| G. Subdivided | See Survey | G. Subdivided | See Survey |
| H. Access Paths | See Plan | H. Access Paths | See Plan |
| I. Section Number of Subdivided Parcel (1) | 52,870 ac. B | I. Section Number of Subdivided Parcel (1) | 52,870 ac. B |
| J. Area of Parcel | 52,870 ac. B | J. Area of Parcel | 52,870 ac. B |
| K. Nearest Abutting Owners | See Plan | K. Nearest Abutting Owners | See Plan |
| L. Nearest State Road | 11,403 ac. H | L. Nearest State Road | 11,403 ac. H |
| M. Access Roads | See Plan | M. Access Roads | See Plan |
| N. Section Number of Subdivided Parcel (2) | 52,870 ac. B | N. Section Number of Subdivided Parcel (2) | 52,870 ac. B |
| O. Area of Parcel | 52,870 ac. B | O. Area of Parcel | 52,870 ac. B |
| P. Nearest Abutting Owners | See Plan | P. Nearest Abutting Owners | See Plan |
| Q. Nearest State Road | 11,403 ac. H | Q. Nearest State Road | 11,403 ac. H |
| R. Access Roads | See Plan | R. Access Roads | See Plan |
| S. Section Number of Subdivided Parcel (3) | 52,870 ac. B | S. Section Number of Subdivided Parcel (3) | 52,870 ac. B |
| T. Area of Parcel | 52,870 ac. B | T. Area of Parcel | 52,870 ac. B |
| U. Nearest Abutting Owners | See Plan | U. Nearest Abutting Owners | See Plan |
| V. Nearest State Road | 11,403 ac. H | V. Nearest State Road | 11,403 ac. H |
| W. Access Roads | See Plan | W. Access Roads | See Plan |
| X. Section Number of Subdivided Parcel (4) | 52,870 ac. B | X. Section Number of Subdivided Parcel (4) | 52,870 ac. B |
| Y. Area of Parcel | 52,870 ac. B | Y. Area of Parcel | 52,870 ac. B |
| Z. Nearest Abutting Owners | See Plan | Z. Nearest Abutting Owners | See Plan |
| AA. Nearest State Road | 11,403 ac. H | AA. Nearest State Road | 11,403 ac. H |
| AB. Access Roads | See Plan | AB. Access Roads | See Plan |

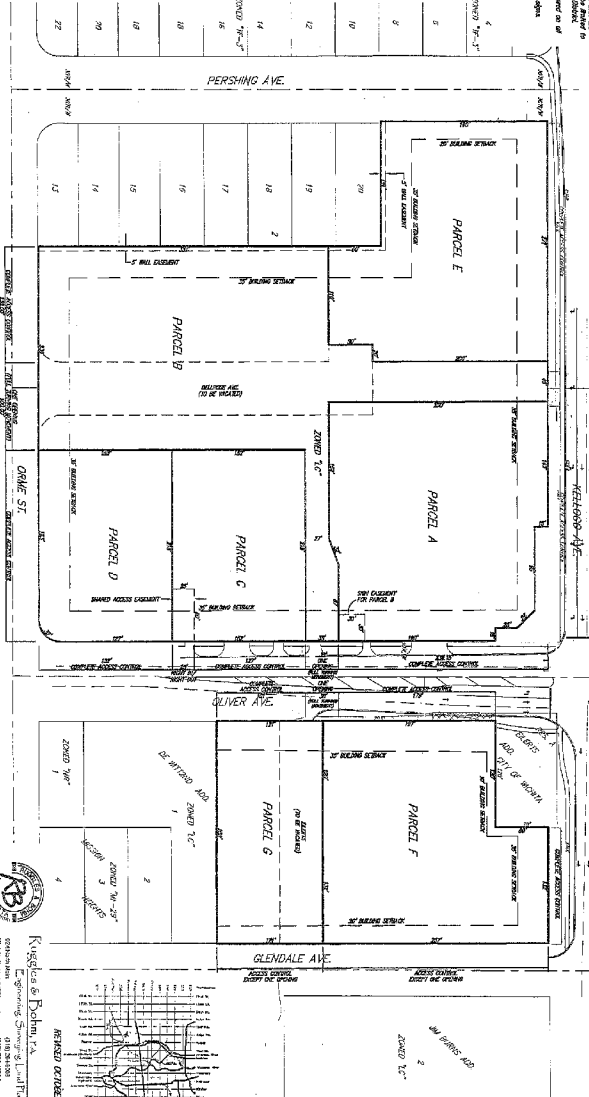
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- 100

- | | | |
|----------|--|-----------------------------|
| PARCEL G | G. Hamilton River Ave. | 20,470 sq. ft. |
| | H. River Ave. Right | 20 percent |
| | F. Hamilton Avenue at Bridge (see 1) | 100 ft. (200 ft. to bridge) |
| | F. 200' wide of the city of Seattle, 1st and 2nd | 100 ft. (200 ft. to bridge) |
| | G. 200' wide of the city of Seattle, 1st and 2nd | 100 ft. (200 ft. to bridge) |
| | H. 200' wide of the city of Seattle, 1st and 2nd | 100 ft. (200 ft. to bridge) |
| | I. 200' wide of the city of Seattle, 1st and 2nd | 100 ft. (200 ft. to bridge) |
| | J. 200' wide of the city of Seattle, 1st and 2nd | 100 ft. (200 ft. to bridge) |
| | K. 200' wide of the city of Seattle, 1st and 2nd | 100 ft. (200 ft. to bridge) |
| | L. 200' wide of the city of Seattle, 1st and 2nd | 100 ft. (200 ft. to bridge) |
| PARCEL P | A. Hwy. Ave. | 3 1/2 sq. ac. ± |
| | B. Highway Right | 20 percent |
| | C. Highway Right | 20 percent |
| | D. Highway Right | 20 percent |
| | E. Highway Right | 20 percent |
| | F. Highway Right | 20 percent |
| | G. Highway Right | 20 percent |
| | H. Highway Right | 20 percent |
| | I. Highway Right | 20 percent |
| | J. Highway Right | 20 percent |

- 100



REMOVED OCTOBER 22, 2000

DP-261

Krugles & Bohm, P.A.
Engineering Surveying and Land Planning
524 N. 7th Main
Wichita, KS 67203
www.krugles.com
316.264.6300
Fax: 316.264.6376
E-mail: info@krugles.com

DF-201
OLIVER RETAIL CENT
COMMUNITY UNIT PL
BAUGHMAN COMPANY P
ENGINEERED, SURVEYED & PLANNED



**INTEROFFICE
MEMORANDUM**

TO: City Council
FROM: Janet Johnson, Neighborhood Assistant, District III
SUBJECT: **ZON2008-34/CUP2008-00024 DP 261, location south of Kellogg and east and west of Oliver**
DATE: Nov. 17, 2008

On Wednesday, Nov. 5, 2008, the District III Advisory Board considered a request to amend DP-261 Oliver Retail Community Unit Plan to add 3.4 acres and five parcels to the CUP. DP-261 was originally approved in 2002 for five acres lying east and west of Oliver Avenue south of Kellogg, extending to the south to Orme Street. The expansion area is located (1) east and west of Dellrose Avenue north of Orme Street, (2) on the east side of Pershing Avenue extending 50 feet south of the CUP boundary and (3) between Oliver Avenue and Glendale Avenue extending 120 feet south of existing CUP boundary (including Eilerts Street right-of-way). Total acreage with the proposed expansion is 8.54 acres.

District Advisory Board members had concerns with what types of businesses would be going in – specifically they were concerned about possible outdoor telephone pages. They were also concerned about how the increased traffic would impact the already congested area near Jefferson Elementary.

One citizen was present representing the neighborhood. She made the following requests: 1. That Pershing be made a real cul-de-sac with no outlet from the north end of the street. 2. That a durable 12-foot-high wall be constructed on the west border of the project. 3. That security lighting shine away from the homes. 4. That no businesses be allowed to stay open late in the evening.

The DAB members voted 10-0 to recommend the request be approved subject to replatting within one year and subject to listed conditions outlined in the staff report.

Please review this information when **ZON2008-34/CUP2008-00024 DP 261**, is considered.

JCJ
11-17-08

#4

Goltry, Donna

From: Crockett, Maryann
Sent: Monday, October 20, 2008 9:23 AM
To: 'Dave Johnson (SSC)'
Cc: Goltry, Donna
Subject: RE: zone change request

Mr. Johnson:

This is to acknowledge receipt of your correspondence regarding ZON2008-34 and CUP2008-24. A copy of your correspondence will be forwarded to the MAPC at their 10/23/2008 meeting and placed in the file. The Planner handling the case is Donna Goltry and she may be reached at 268-4421.

Maryann Crockett
Wichita-Sedgwick Metropolitan Area Planning Department
455 N. Main
10th Floor, City Hall
Wichita, KS 67202
PH: 316/268-4421
Fax: 316/268-4390



DO YOU REALLY NEED TO PRINT THIS EMAIL? THINK ABOUT THE ENVIRONMENT...

From: Dave Johnson (SSC) [mailto:DJohnson1@usd259.net]
Sent: Monday, October 20, 2008 9:06 AM
To: Crockett, Maryann
Subject: zone change request

Regarding case numbers ZON2008-00034 and CUP2008-00024, I will comment on behalf of the school property located just south of the proposed zone change at Oliver and Kellogg.

Jefferson Elementary will be affected by this zoning change, but there are ways to minimize any negative effect on the school. It appears that by switching about 12 TF-3 lots to an expanded LC zone, the traffic along Orme and Oliver could be greatly increased. My biggest concern is that if Orme, Pershing and/or Dellrose will be expected to carry an increased amount of traffic, we should expect to see an increase in accidents and road rage incidents. As I'm sure you are aware, our elementary schools have a lot of parent and bus traffic around 9:00 am and again about 4:00 pm, and it is almost impossible to totally control the situations we have now, without adding to the congestion.

If traffic access to the expanded LC area west of Oliver could be limited to the Kellogg access road, there shouldn't be an issue. This would mean that Orme would NOT be designed to provide access to the commercial property north of it, and Oliver and Pershing Streets would also be taken out of the equation. However, if southbound access is desirable for the new development, it appears that a traffic control light and turning lane will be required at Orme, with access to the development from Orme.

If that is the case, we may still avoid a traffic nightmare, but it would require adding a new bus/parent loading area south of the school and away from the increased traffic. This would include purchasing and razing several residences on Gilbert Street, so that the school traffic control improvements could be made. These expenses should be required of the party who has requested the zone change.

I intend to attend the DAB meeting on November 5th to make known the concerns of the school.

Thanks,

Dave Johnson
Division Director
Facilities Division
USD 259, Wichita Public Schools

EXCERPT OF OCTOBER 23, 2008 MAPC HEARING

Case No.: ZON2008-34 and CUP2008-24 - S J Ram, LC, c/o Donald Walenta and Jeff Walenta (owner); Ruggles & Bohm, P.A., c/o Chris Bohm (agent) Request City zone change from TF-3 Two-family, B Multi-family, and MF-29 Multi-family Residential to LC Limited Commercial, DP-261 Amendment #1 to add 3.4 acres to the Community Unit Plan and add four parcels, with the expansion area being east and west of Dellrose north of Orme, on the east side of Pershing extending 50 feet south of the CUP boundary and between Oliver and Glendale extending 120 feet south of the existing CUP boundary (including Eilerts Street right-of-way) on property described as:

Lots 1 and 2, Block A and Lot 1, Block B, Ann Walenta Addition, Wichita, Sedgwick County, Kansas.

Together with

Lots 14, 15, 16, 17, 18, 19, 20 and 21, Block 1 and Lots 6, 7, 8, 9, 10, 11, 12 and 21, Block 2, Kellogg Heights Addition, Wichita, Sedgwick County, Kansas.

Together with

The North 72.05 feet of Lot 1, DeWitt 2nd Addition, Wichita, Sedgwick County, Kansas.
Generally located south of Kellogg, east and west of Oliver Avenue.

BACKGROUND: The applicant proposes to amend DP-261 Oliver Retail Community Unit Plan to add 3.4 acres and five parcels to the CUP. DP-261 was originally approved in 2002 for five acres lying east and west of Oliver Avenue south of Kellogg, extending to the south to Orme Street. The expansion area is located (1) east and west of Dellrose Avenue north of Orme Street, (2) on the east side of Pershing Avenue extending 50 feet south of the CUP boundary and (3) between Oliver Avenue and Glendale Avenue extending 120 feet south of existing CUP boundary (including Eilerts Street right-of-way). Total acreage with the proposed expansion is 8.54 acres.

The CUP would permit those uses allowed by right in the LC district with the following exclusions: adult entertainment establishments, group residences, correctional placement residences, private clubs, taverns and drinking establishments and nightclubs. No drive-in or drive-through facilities or gas islands would be allowed within 200 feet of residential zoning. Queuing lanes would not be permitted to direct headlights onto residential zoned property. Overhead doors could not face residential zoning.

The CUP provides architectural standards, consistent design of lighting elements with a general height limitation of 24 feet that is reduced to 15 feet within 200 feet of residential zoning, and avoidance of neon or florescent lighting on buildings. It provides a landscape buffer with a planting ratio of 1.5 times the Landscape Ordinance when near residential zoning. A standard masonry wall is required where the property abuts residential zoning.

Perimeter setbacks are 35 feet on the entire CUP, which is a change from the original approval. Earlier, the setbacks had been reduced to 10 feet along the common property line with residences on Dellrose Avenue and Pershing Avenue. However, in exchange for the reduced setbacks, the landscape buffer was increased and no dumpsters, loading docks or outdoor work and storage areas were to be permitted in the setbacks.

Maximum building coverage would be 30 percent and maximum gross floor area would be 35 percent of total land area. Maximum building height would be 45 feet, subject to compatibility height restrictions. The requested number of buildings is two for Parcel A and one for the other parcels. Internal site circulation and cross circulation are required and pedestrian connectivity is being requested.

The CUP sign plan is generally consistent with the Wichita Sign Code, with requested monument type signs on Oliver Avenue to no more than 20 feet in height. No freestanding signage is requested on Pershing Avenue, Orme Street, Glendale Avenue, and signage for Parcel B is shared with Parcel E. Building signage along the west façades of buildings on Parcel B and south and west façades of Parcel E should be prohibited by the Wichita Sign Code because of insufficient distance between the buildings and the residential zoning boundary. This protection could be extended by prohibiting building signage on the west façades of all buildings on Parcels A-E and the south 100 feet of the east façade of Parcel G. Off-site signs, billboards, portable signs are prohibited, window signage is restricted to 25 percent and electronic signage will be limited to those that do not change the message more quickly than once per second.

The property is vacant except for Parcel E that has an existing commercial strip center with several tenants and is anchored by a vehicle repair, limited, use. The property to the west along Pershing Avenue is zoned TF-3 and developed with single-family residences. Jefferson Elementary School is located south of Orme Street and west of Oliver Avenue on property zoned TF-3. The property east of Glendale consists of a vacant commercial building on property zoned LC that was most recently used for vehicle sales, two four-plexes on property zoned LC and GO General Office (“GO”) and single-family residences on property zoned MF-29. The property south of the proposed CUP boundary and east of Oliver Avenue is zoned LC, B, NR Neighborhood Retail (“NR”) and MF-29. It is occupied by a small retail strip center and the associated parking lot on the LC and B-zoned property, a retail use on the NR property and duplexes on the MF-29 property. Kellogg borders the CUP on the north, with the College Hill neighborhood located to the northwest of Kellogg and Oliver Avenue and the Crown Heights South neighborhood located to the northeast. The zoning in these neighborhoods near Kellogg is TF-3 and SF-5.

CASE HISTORY: The existing CUP was approved by Wichita City Council November 5, 2002, and the property is platted as the Ann Walenta Addition, recorded August 4, 2003. The expansion areas are located in De Witt Second Addition, recorded July 29, 1964, and Kellogg Heights Addition, recorded May 7, 1930.

The property has had a complicated history. The applicant has sought rezoning of the southeast corner of Kellogg and Oliver (Parcels F and G) most recently as a Planned Unit Development for a big box retail (PUD2006-00002) that was denied by the Wichita City Council on January 9, 2007. In 1985 an expansion of LC zoning for the southwest corner of Kellogg and Oliver was approved but never perfected and the case was closed for failure to plat (Z-2697). Another case was filed, recommended for denial at MAPC and withdrawn (Z-2698). Meanwhile the applicant sought BZA approval (47-85) for storage of rental cars that was denied. At that time, a rental car business could be operated in LC by special use approval of BZA. A subsequent BZA case for this use was granted in District Court.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5, TF-3	Kellogg freeway, single-family residential
EAST:	LC, GO, MF-29	Vacant commercial, four-plexes, single-family residential
SOUTH:	TF-3, LC, B, NR	Jefferson Elementary School, retail center, duplexes
WEST:	TF-3	Single-family residential

PUBLIC SERVICES: Traffic counts for annual average traffic volumes (“AADT”) on Kellogg at Oliver showed westbound Kellogg at 68,000 AADT in 2005. The traffic counts in 2006 were 23,307 AADT for Oliver Avenue at Kellogg and 21,479 for Oliver Avenue at Orme Street. Traffic counts for Orme Street in 2006 were 8,898 AADT west of Oliver Avenue and 12,422 AADT east of Oliver Avenue.

Primary access is from Oliver Avenue, a four-lane arterial with right-turn lane onto Kellogg Drive and being widened south to Orme Street. No access is requested from the Kellogg off-ramp west of Oliver. No direct access is shown onto Kellogg Drive east of Oliver Avenue and is limited to two openings onto Glendale Avenue. Eilerts Street would be closed and vacated by replat. Access to Pershing Avenue would be available; however, the previous CUP stipulated that the internal site circulation and cross lot access within the CUP should be designed to minimize traffic onto Pershing Avenue. One full movement opening is shown onto Orme Street at the present location of Dellrose Avenue (which would also be closed and vacated by replat). One full-movement opening on both sides of Oliver Avenue at the current location of Eilerts Street would be the principal point on access. A second right-in/right-out only opening is shown on the west side of Oliver Avenue approximately 200 feet north of Orme Street.

Other normal public services are available.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide, Map as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* depicts Parcels F and G and the northern strip of Parcels A, B and E as appropriate for “regional commercial.” “Regional commercial” is a category that encompasses major destination area (center and corridors) containing concentrations of commercial, office and personal service uses that have predominantly regional market areas and high volumes of retail traffic. **Commercial Objective III.B** encourages future commercial areas to “minimize detrimental impacts to other adjacent land uses,” with **Strategy III.B.1** seeking to channel new strip commercial uses to areas identified on the “Wichita Land Use Guide,” and **Strategy III.B.2** seeking to integrate out parcels to planned centers through shared internal circulation, combined signage, similar landscaping and building materials, and combined ingress/egress locations. The **Commercial Locational Guideline #3** of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features that limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The proposed CUP amendment is in general conformance with these recommendations. **Commercial Locational Guideline #5** “allows local and collector residential streets to be used as access to adjacent commercial and mixed-use developments if such use will not negatively impact residentially developed areas.”

The remaining areas of the CUP are shown as appropriate for “urban residential.” Urban residential is a category that includes a range of residential types and densities, but not commercial use, which puts this portion of the CUP at odds with its current zoning of LC for most of the Oliver frontage and with the TF-3 zoned area.

The residential neighborhood near the proposed development is identified as “revitalization.” These are neighborhoods experiencing some market decline and needing to be stabilized. **Residential Objective II.B** of the *1999 Update* seeks to “minimize the detrimental impacts of higher intensity land uses and transportation facilities located near residential living environments” through **Strategy II.B.4** that recommends plan review “to ensure that building placement and height, circulation, signage, screening and lighting for non-residential land uses do not adversely impact residential areas.” The CUP does allow potentially tall structures of 45 feet but subject to compatibility height standards and places restrictions on uses with overhead doors, drive-in and drive-through facilities and gas islands in close proximity to residences to minimize this conflict.

SUPPLEMENT TO STAFF REPORT: A revised CUP drawing has been submitted that enhances site development provisions related to internal and pedestrian circulation, architectural compatibility in terms of materials, signage and landscape palette, and signage provisions limiting building wall signage when facing nearby residential areas to NR standards and monument-style signage 20 feet in height along Oliver Avenue. Related to screening, the masonry wall on the south property line on Pershing Avenue would extend northward to the south edge of the existing commercial building. It clarifies that limitations

on drive-in or drive-through facilities or gas islands would be restricted within 200 feet of residential zoning on Parcels B and E only.

In terms of traffic improvements, the applicant is participating in a project to improve the intersection of Oliver Avenue and Orme Street. The project, which will begin in November, is adding a right-turn northbound lane from Orme Street to Oliver Avenue and a left-turn northbound center lane on Orme Street to Oliver Avenue. Deceleration lanes are being added on both sides of Oliver Avenue to the major entrances.

RECOMMENDATION: Based on these factors and the revisions to the CUP plan, plus the information available prior to the public hearing, staff recommends the request be APPROVED subject to replatting within one year and subject to the following conditions:

- A. APPROVE the zone change (ZON2008-00034) to LC for the property zoned TF-3, MF-29 and B subject to replatting of the entire CUP within one year.
- B. APPROVE the Community Unit Plan (DP-261), subject to the following conditions:
 1. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
 2. The ordinance/resolution establishing the zone change shall not be published until the platting has been recorded with the Register of Deeds.
 3. Prior to publishing the ordinance/resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-261) includes special conditions for development on this property.
 4. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The property is vacant except for Parcel E that has an existing commercial strip center with several tenants and is anchored by a vehicle repair, limited, use. The property to the west along Pershing Avenue is zoned TF-3 and developed with single-family residences. Jefferson Elementary School is located south of Orme Street and west of Oliver Avenue on property zoned TF-3. The property east of Glendale consists of a vacant commercial building on property zoned LC that was most recently used for vehicle sales, two four-plexes on property zoned LC and GO General Office (“GO”) and single-family residences on property zoned MF-29. The property south of the proposed CUP boundary and east of Oliver Avenue is zoned LC, B, NR Neighborhood Retail (“NR”) and MF-29. It is occupied by a small retail strip center and the associated parking lot on the LC and B-zoned property, a retail use on the NR property and duplexes on the MF-29 property. Kellogg borders the CUP on the north, with the College Hill neighborhood located to the northwest of Kellogg and Oliver Avenue and the Crown Heights South neighborhood located to the northeast. The zoning in these neighborhoods near Kellogg is TF-3 and SF-5.
2. The suitability of the subject property for the uses to which it has been restricted: The street frontage west of Oliver already is zoned LC except for the southernmost lot; it is unlikely one small lot at the corner of Oliver Avenue and Orme Street surrounded by other commercial uses and a school would be viable in residential (MF-29) use. The TF-3 lots along Dellrose Avenue

could continue as residential, however, the addition of this property allows the CUP to be amended to increase setbacks from 10 feet to 35 feet abutting residential use as well as removes some of the extreme narrowness of the previous LC zoning pattern that allows somewhat increased separation between the commercial and residential interface. The B-zoned property along Glendale Avenue is already a parking lot for a commercial business.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The amended CUP should not pose any greater impacts than the previous CUP, however, it moves the most-impacted block to the west to Pershing Avenue.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The “2030 Wichita Functional Land Use Guide, Map as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* depicts Parcels F and G and the northern strip of Parcels A, B and E as appropriate for “regional commercial.” “Regional commercial” is a category that encompasses major destination area (center and corridors) containing concentrations of commercial, office and personal service uses that have predominantly regional market areas and high volumes of retail traffic. **Commercial Objective III.B** encourages future commercial areas to “minimize detrimental impacts to other adjacent land uses,” with **Strategy III.B.1** seeking to channel new strip commercial uses to areas identified on the “Wichita Land Use Guide,” and **Strategy III.B.2** seeking to integrate out parcels to planned centers through shared internal circulation, combined signage, similar landscaping and building materials, and combined ingress/egress locations. The **Commercial Locational Guideline #3** of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features that limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The proposed CUP amendment is in general conformance with these recommendations. **Commercial Locational Guideline #5** “allows local and collector residential streets to be used as access to adjacent commercial and mixed-use developments if such use will not negatively impact residentially developed areas.” The remaining areas of the CUP are shown as appropriate for “urban residential.” Urban residential is a category that includes a range of residential types and densities, but not commercial use, which puts this portion of the CUP at odds with its current zoning of LC for most of the Oliver frontage and with the TF-3 zoned area. The residential neighborhood near the proposed development is identified as “revitalization.” These are neighborhoods experiencing some market decline and needing to be stabilized. **Residential Objective II.B** of the *1999 Update* seeks to “minimize the detrimental impacts of higher intensity land uses and transportation facilities located near residential living environments” through **Strategy II.B.4** that recommends plan review “to ensure that building placement and height, circulation, signage, screening and lighting for non-residential land uses do not adversely impact residential areas.” The CUP does allow potentially tall structures of 45 feet but subject to compatibility height standards and places restrictions on uses with overhead doors, drive-in and drive-through facilities and gas islands in close proximity to residences to minimize this conflict.
5. Impact of the proposed development on community facilities: The development will primarily add traffic to the arterial and collector streets, impact to the local streets should be mitigated by internal site circulation channeling traffic away from the residential areas. Traffic improvements underway on Oliver Avenue, access limitations, plus guarantees obtained on the original CUP approval should help minimize the incremental traffic increases generated from the 3.4 acre expansion of the CUP and zone change. The vacation of Eilerts Street should minimally impact traffic flow east of Oliver. Other municipal services are available.

DONNA GOLTRY, Planning Staff presented the Staff Report, including the Supplement. She indicated she had received correspondence from USD 259 staff regarding traffic concerns by Jefferson Elementary School, particularly at 9:00 A.M. and 4:00 P.M. She reviewed the intersection improvement project that is due to begin in November, 2008. She commented that the project included a right-turn northbound lane from Orme Street to Oliver Avenue and a left-turn northbound center lane on Orme Street to Oliver Avenue, and deceleration lanes into both sides of Oliver Avenue to the major entrances into the shopping center. She said changes to this project were a result of a Traffic Study update conducted by the applicant and submitted to the Traffic Engineer. She concluded by stating that there have been multiple cases on this area in the past. She said there is a 30,000 square foot increase in maximum for retail or commercial use on the east side, which was significantly less intensive than the previous PUD request that was denied for the area east of Oliver Avenue. She added that one of the major issues on previous case approving DP-261 was direct access from the Kellogg off ramp to the commercial tract. She said this proposal, Amendment #1 to DP-261, was not requesting direct access from the Kellogg off ramp west of Oliver. In addition, she said this proposal has eliminated the nearest access points onto the Kellogg frontage road east of Oliver.

MITCHELL asked to what extent the applicant was participating in the traffic improvements.

GOLTRY responded that the applicant can answer the question.

HILLMAN asked about perimeter setbacks and clarified that no dumpster or loading docks would be permitted in the set back.

GOLTRY said the requirement of the original CUP was only a 10 foot setback and now the setback is 35 feet; however, it is still the case that no dumpsters or loading docks will be allowed in the rear setback abutting residential zoning.

SHERMAN asked staff to refresh his memory as to why the City Council turned down the proposal for development of the southeast corner of this area.

GOLTRY referred to the aerial map and commented that the previous proposal was four times the size of this request.

Responding to **FOSTER's** request for a definition of "standard masonry wall" **GOLTRY** said the height is defined in the Unified Zoning Code as "between 6 and 8 feet." She said the applicant intends to install a 6-foot wall.

HILLMAN asked if the applicant was planning on any electronic signage. He said the MAPC has had several electric sign issues along Kellogg recently, including businesses who say their signs are no longer visible from Kellogg and would like them raised higher, and made bigger and brighter. He said this could be a distraction to traffic, especially coming from the west.

GOLTRY commented that the Wichita Sign Code defines moving signs as those that change the message more rapidly than once every second and the applicant has not requested moving signs. The applicant could answer that question about electronic signs.

CHRIS BOHM, RUGGLES AND BOHM, P.A., AGENT FOR THE APPLICANT, answered questions that were raised on the proposal. He said they have discussed the street improvements on Oliver Avenue as a result of the Traffic Report with the City Traffic Engineer and other City staff. He said costs for the improvements were covered by petitions and that some of the improvements will be handled as change orders on that job. He said there are limitations on signage square footage within the

CUP which they will comply with; however, he said because they don't know the exact vendors who will utilize the space, he could not answer the electronic sign question.

BOHM said they have talked about a larger sign at the corner, but added that the exit onto Oliver Avenue from Kellogg is quite a bit to the west and that they would have to install a tremendously large sign to have visibility. He said they will comply with the limitations set by the Sign Code. He said one of the goals of their proposal was to honor residential areas that are adjacent to the site. He said they believe the proposed CUP with its architectural, traffic, and pedestrian controls is a friendlier commercial center. He said they have met with staff numerous times and reworked many items including architecture, fencing, and landscaping to meet staff concerns. He said they are happy staff comments on the case and requested MAPC approval.

DEBBY CAIN, 4815 EAST ORME said she lived directly across the street from the previously proposed project. She said although she got the letter of notification of the project, she still didn't know how she felt yet. She commented that the attorney's office can't meet with her until next week. She said although it looks like a neighborhood friendly project, she would like to reserve the right to comment until after she has met with the attorney and the developer.

CHRIS BOHM said they had no further comments for rebuttal.

MOTION: To approve subject to staff recommendation.

HILLMAN moved, **MCKAY** seconded the motion, and it carried (11-0).

City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-00034 associated with (CUP2008-00024) – Zone change from TF-3 Two-family, B Multi-family, and MF-29 Multi-family Residential to LC Limited Commercial, DP-261 Amendment #1 to add 3.4 acres to the Community Unit Plan and add four parcels, with the expansion area being east and west of Dellrose, north of Orme, on the east side of Pershing extending 50 feet south of the CUP boundary and between Oliver and Glendale extending 120 feet south of the existing CUP boundary (including Eilerts Street right-of-way). (District III)

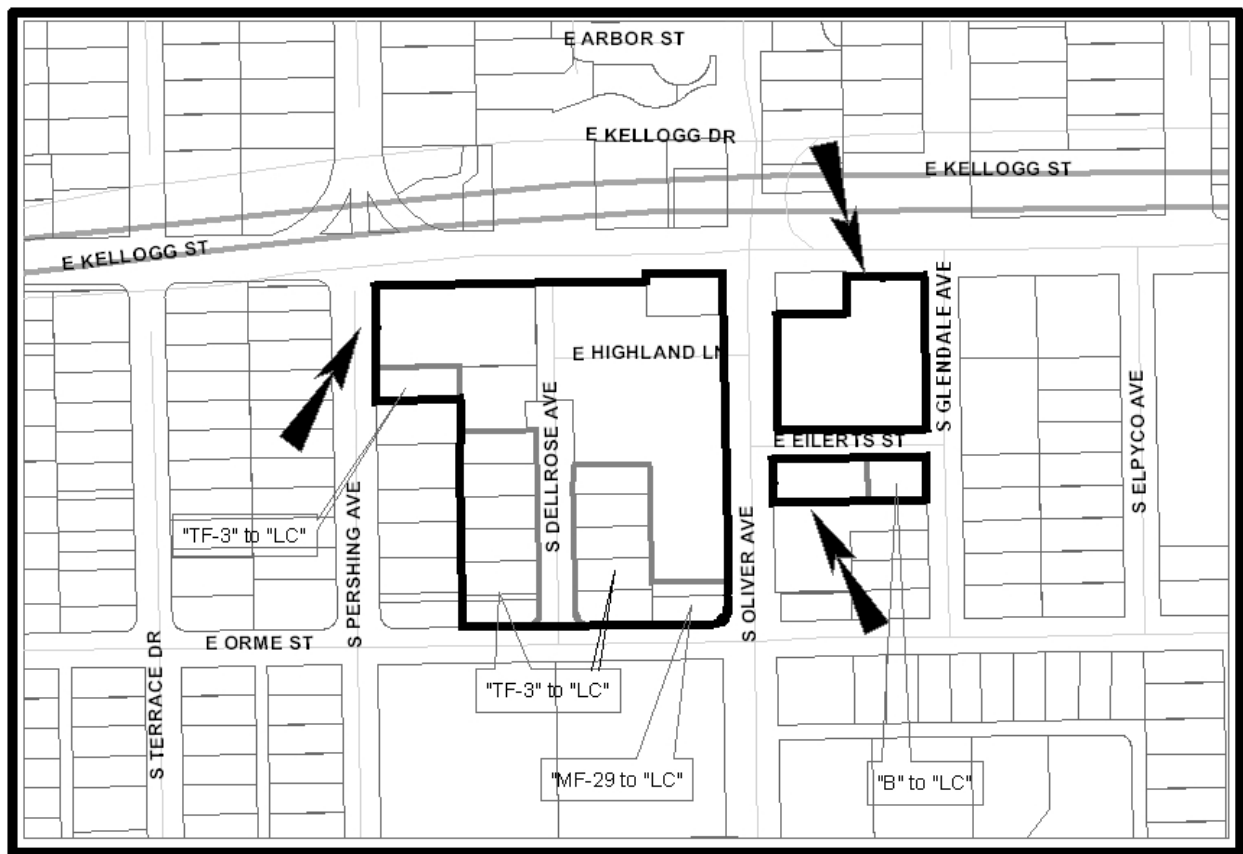
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve, subject to replatting within 1 year and conditions, (11-0).

MAPD Staff Recommendations: Approve, subject to replatting within 1 year and conditions.

DAB Recommendations: Approve, subject to MAPC recommendation.



BACKGROUND: The applicant proposes to amend DP-261 Oliver Retail Community Unit Plan to add 3.4 acres and five parcels to the CUP. DP-261 was originally approved in 2002 for five acres lying east and west of Oliver Avenue, south of Kellogg, extending to the south to Orme Street. The expansion area is located (1) east and west of Dellrose Avenue, north of Orme Street, (2) on the east side of Pershing Avenue extending 50 feet south of the CUP boundary and (3) between Oliver Avenue and Glendale Avenue extending 120 feet south of existing CUP boundary (including Eilerts Street right-of-way). Total acreage with the proposed expansion is 8.54 acres.

The CUP would permit those uses allowed by right in the LC district with the following exclusions: adult entertainment establishments, group residences, correctional placement residences, private clubs, taverns and drinking establishments and nightclubs. No drive-in or drive-through facilities would be permitted within 200 feet of residential zoning on Parcels B and E and no service stations, convenience stores with gas islands or car washes would be allowed on Parcels B and E. Queuing lanes would not be permitted to direct headlights onto residential zoned property. Overhead doors could not face residential zoning.

The CUP provides compatible architectural standards with no predominant metal facades, consistent design of lighting elements with a general height limitation of 24 feet that is reduced to 15 feet within 200 feet of residential zoning and avoidance of neon or florescent lighting on buildings. It provides a landscape buffer with a planting ratio of 1.5 times the Landscape Ordinance when near residential zoning on Parcels B and E. A standard masonry wall is required where the property abuts residential zoning, except for a modification for the northern part of Pershing Street where the building façades are not work and storage areas and are treated for screening as a landscaped street yard.

Perimeter setbacks are 35 feet on the entire CUP, which is a change from the original approval, and meets minimum standards. Maximum building coverage would be 30 percent and maximum gross floor area would be 35 percent of total land area. Maximum building height would be 45 feet, subject to compatibility height restrictions. The requested number of buildings is two for Parcel A and one for the other parcels. Plans for internal site circulation and pedestrian connectivity are required. Cross-lot circulation agreements are to be provided at replatting.

The CUP sign plan is generally consistent with the Wichita Sign Code with requested monument type signs restricted to movement no more rapid than once per second and limited to 20 feet in height within 200 feet of residential zoning. No freestanding signage is requested on Pershing Avenue, Orme Street, Glendale Avenue, and signage for Parcel B is shared with Parcel E. Building signage within 200 feet of residential zoning is limited to that permitted in the NR Neighborhood Retail (“NR”) district. Off-site signs, billboards, portable signs are prohibited and window signage is restricted to 25 percent.

Traffic counts for annual average traffic volumes (“AADT”) on Kellogg at Oliver showed westbound Kellogg at 68,000 AADT in 2005. The traffic counts in 2006 were 23,307 AADT for Oliver Avenue at Kellogg and 21,479 for Oliver Avenue at Orme Street. Traffic counts for Orme Street in 2006 were 8,898 AADT west of Oliver Avenue and 12,422 AADT east of Oliver Avenue.

Primary access is from Oliver Avenue, a four-lane arterial with right-turn lane onto Kellogg Drive and being widened south to Orme Street. No access is requested from the Kellogg off-ramp west of Oliver. No direct access is shown onto Kellogg Drive, east of Oliver Avenue, and is limited to two openings onto Glendale Avenue. Eilerts Street would be closed and vacated by replat. Access to Pershing Avenue would be available; however, the previous CUP stipulated that the internal site circulation and cross lot access within the CUP should be designed to minimize traffic onto Pershing Avenue. One full movement opening is shown onto Orme Street at the present location of Dellrose Avenue (which would also be closed and vacated by replat). One full-movement opening on both sides of Oliver Avenue at the current location of Eilerts Street would be the principal point on access. A second right-in/right-out only opening is shown on the west side of Oliver Avenue approximately 200 feet north of Orme Street. The CUP references the street improvements being provided by the applicant in conjunction with the current intersection improvements at Oliver Avenue and Orme Street.

The property is vacant except for Parcel E that has an existing commercial strip center with several tenants and is anchored by a vehicle repair, limited, use. The property to the west along Pershing Avenue is zoned TF-3 and developed with single-family residences. Jefferson Elementary School is located south of Orme Street and west of Oliver Avenue on property zoned TF-3. The property east of Glendale consists of a vacant commercial building on property zoned LC that was most recently used for vehicle sales, two four-plexes on property zoned LC and GO General Office (“GO”) and single-family residences on property zoned MF-29. The property south of the proposed CUP boundary and east of Oliver Avenue is zoned LC, B, NR Neighborhood Retail (“NR”) and MF-29. It is occupied by a small retail strip center and the associated parking lot on the LC and B-zoned property, a retail use on the NR property and duplexes on the MF-29 property. Kellogg borders the CUP on the north with the College Hill neighborhood located to the northwest of Kellogg and Oliver Avenue and the Crown Heights South neighborhood located to the northeast. The zoning in these neighborhoods near Kellogg is TF-3 and SF-5.

Analysis: At the MAPC meeting held October 23, 2008, the MAPC voted (11-0) to approve subject to staff recommendations, and included incorporating the revised CUP drawing submitted by the applicant’s agent. A representative of USD #259 provided a written comment on traffic concerns. One citizen raised concerns and asked to be allowed to present her issues later.

At the District III Advisory Board meeting held November 3, 2008, the District Advisory Board voted to recommend approval subject to recommendations by the MAPC. Several citizens were present and expressed concerns about the impact of the traffic on the neighborhood particularly regarding the congestion during school dismissal periods. Staff addressed improvements being constructed by the City as well as additional contributions by the applicant to improve the intersection at Oliver Avenue and Orme Street.

RECOMMENDATION: Based on these factors and the revisions to the CUP plan, plus the information available prior to the public hearing, staff recommends the request be APPROVED subject to replatting within one year and subject to the following conditions:

- A. APPROVE the zone change (ZON2008-00034) to LC for the property zoned TF-3, MF-29 and B subject to replatting of the entire CUP within one year.
- B. APPROVE the Community Unit Plan (DP-261), subject to the following conditions:
 1. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
 2. The ordinance/resolution establishing the zone change shall not be published until the platting has been recorded with the Register of Deeds.
 3. Prior to publishing the ordinance/resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-261) includes special conditions for development on this property.
 4. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

Protests have been received from nearby property owners representing 18 percent, which does not require a supermajority vote by Wichita City Council. A letter expressing concerns was presented at the District Advisory Board by neighbors and is attached.

Financial Considerations: None

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change and CUP subject to the condition of replatting within one year and the recommended conditions; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to the City Council; or
2. Return the application to the MAPC for reconsideration

(An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing.)

ORDINANCE NO. 48-131

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-00034

Zone change from TF-3 Two-Family Residential ("TF-3"), MF-29 Multi-Family ("MF-29"), and B Multi-Family ("B") to LC Limited Commercial ("LC") on property described as:

Lots 14, 15, 16, 17, 18, 19, 20 and 21, Block 1 and Lots 6, 7, 8, 9, 10, 11, 12 and 21, Block 2, Kellogg Heights Addition, Wichita, Sedgwick County, Kansas.

Together with

The North 72.05 feet of Lot 1, DeWitt 2nd Addition, Wichita, Sedgwick County, Kansas.

Together with

The North 70 feet of Lots, 1, 2, 3, 4 and 5, EXCEPT that part described as beginning at the northeast corner of said Lot 1; thence S00°00'26"E along the east line of said Lot 1, 59.99 feet; thence N89°59'26"W, parallel with the north line of said Lot 1, 15.00 feet; thence N00°00'26"W, parallel with said east line, 24.99 feet; thence N44°59'56"W, 28.29 feet; thence N89°59'26"W, parallel with said north line, 95.10 feet to the west line of said Lot 5; thence N00°00'26"W along said west line, 15.00 feet to said north line; thence S89°59'26"E along said north line, 130.10 feet to the place of beginning, Kellogg Heights Addition to Wichita, Kansas.

Generally located south of Kellogg, east and west of Oliver Avenue.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, December 9th, 2008.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

RESTRICTIVE COVENANT

This covenant, executed this 7th day of November, 2008.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of re-zoning and platting certain real property to be known as River Oaks Mobile Home Park 2nd Addition, Wichita, Sedgwick County, Kansas; and

WHEREAS, as a condition of the zoning and platting processes, certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Department regarding the ownership and use of the Reserve being platted with said Addition;

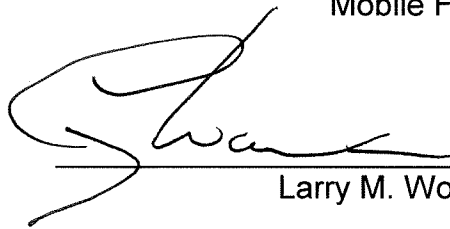
NOW THEREFORE, the undersigned does hereby subject River Oaks Mobile Home Park 2nd Addition, Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. Reserve A, River Oaks Mobile Home Park 2nd Addition, Wichita, Sedgwick County, Kansas, shall be owned by the owner of Lot 1, Block 1, River Oaks Mobile Home Park, Wichita, Sedgwick County, Kansas. Use of or title to said Reserve A shall not be assigned, sold, or transferred separately from said Lot 1, Block 1.
2. This covenant is binding on the owners, their successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described properties.

3. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita, and the County of Sedgwick. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

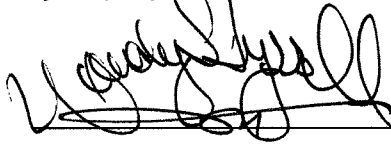
Mobile Home Living, Inc.



Larry M. Womack, president

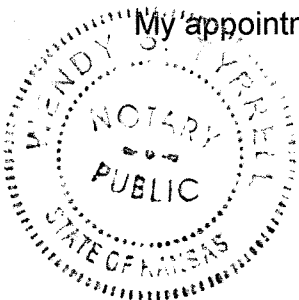
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 7th day of November, 2008, by Larry M. Womack, president, on behalf of Mobile Home Living, Inc., owner of subject properties.



Notary Public

My appointment expires 9/18/2012



City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and City Council Members

SUBJECT: SUB 2008-33 -- Plat River Oaks Mobile Home Park 2nd Addition located east of Hydraulic and on the north side of 55th Street South (extended). (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (8-0)

Background: This site, consisting of one lot on 2.29 acres, is located within Wichita's city limits and is unzoned. A zoning request (ZON 2008-28) for MH Manufactured Housing has been approved.

Analysis: A Restrictive Covenant has been submitted to provide for the ownership and maintenance of the proposed reserves being platted for drainage purposes.

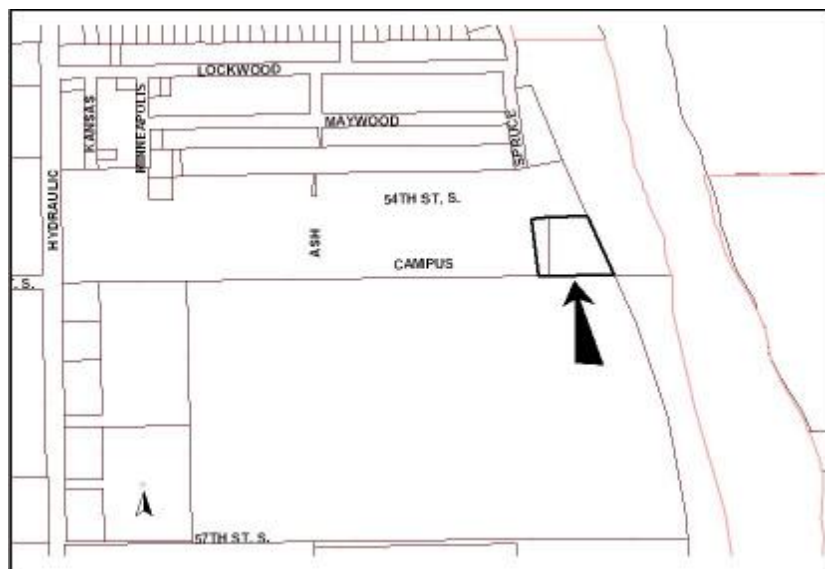
The plat has been approved by the Metropolitan Area Planning Commission. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Consideration: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the document and plat, authorize the necessary signatures and approve first reading of the Ordinance.



Published in The Wichita Eagle on ____

ORDINANCE NO. 48-132

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON 2008-28

Zone change request from un-zoned land to MH Manufactured Housing on property described as:

Reserve A, Block 1, River Oaks Mobile Home Park 2nd Addition.

Generally located east of Hydraulic and on the north side of 55th Street South (extended).

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 9th day of December, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

RESTRICTIVE COVENANT

THIS DECLARATION made this 7th day of November, 2008, by Heights, L.L.C., a Kansas Limited Liability Company, and Falcon Falls Homeowners' Association, a Kansas Corporation, hereinafter collectively called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

FALCON FALLS 4TH ADDITION
Lots 1 and 2, Block A

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Falcon Falls 4th Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for landscaping, berms, open space, drainage purposes, utilities as confined to easement, parking and swimming pools and related facilities.
 Reserve "A", shall be owned and maintained by the homeowners association for the addition.

2. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes at the Declarant's sole cost. Reserve "A", as designated on the plat of Falcon Falls 4th Addition, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserve "A", to Falcon Falls 4th Addition under the same scope of responsibility as the initial phase of development.

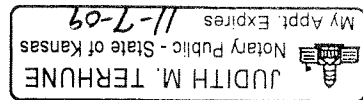
Falcon Falls Homeowners' Association

By: Justin Pretzer, President

STATE OF KANSAS)
COUNTY OF SEDGWICK)
SS:

BE IT REMEMBERED, that on this 8th day of October, 2008, before me, the undersigned, a Notary Public, in and for the County and State of Kansas, came Jay W. Russell, as managing member of Heights, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



(My Appointment Expires: 11-7-09)

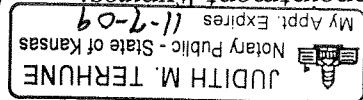
Notary Public

Judith M. Terhune

STATE OF KANSAS)
COUNTY OF SEDGWICK)
SS:

BE IT REMEMBERED, that on this 1st day of November, 2008, before me, the undersigned, a Notary Public, in and for the County and State of Kansas, came Justin Pretzer, as President of the Falcon Falls Homeowners' Association, a Kansas not for profit corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



(My Appointment Expires: 11-7-09)

Notary Public

Judith M. Terhune

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserve, as defined, for the purposes of maintaining such Reserve. This easement is conditioned upon the following event or events happening:

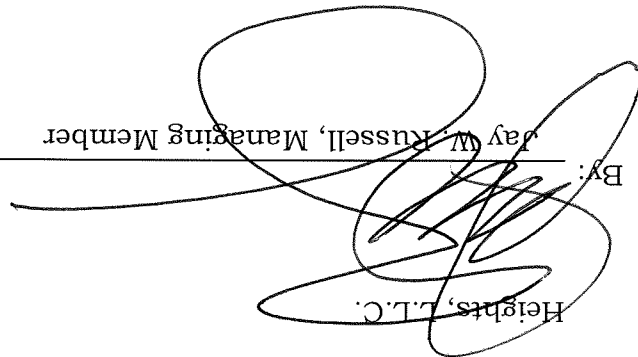
A. That the Declarant or the Homeowners Association, as may be appropriate, has failed to maintain the reserves in a reasonable and prudent manner.

B. That the appropriate governing body has given written notice to the Declarant or the Homeowners Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Homeowners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in Falcon Falls 4th Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

5. That Falcon Falls 4th Addition, being a re-plat of Lots 1 through 3, Block C, Falcon Falls 3rd Addition, Wichita, Sedgwick County, Kansas, will continue to share in the ownership and maintenance responsibilities of any such previously platted reserves. This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in FALCON FALLS 4TH ADDITION, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Heights, L.L.C.
By: 
Day W. Russell, Managing Member

**City of Wichita
City Council Meeting
December 2, 2008**

TO: Mayor and City Council Members

SUBJECT: SUB 2008-60 -- Plat of Falcon Falls 4th Addition located north of 45th Street North and west of Hillside. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)

Background: This site, consisting of two lots on 1.17 acres, is a replat of Lots 1-3 in Falcon Falls 3rd Addition and a portion of a reserve. This site is located within Wichita's city limits and is zoned SF-5 Single-family Residential.

Analysis: Water and sewer services are available to serve the site. Since this is a replat of a previous addition, a Restrictive Covenant has been submitted that will continue the sharing in the ownership and maintenance responsibilities of the previously platted reserves by this addition.

This plat has been reviewed and approved by the Wichita Metropolitan Area Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat and authorize the necessary signatures.



SUPPLEMENTAL AGREEMENT NO. 1
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE WICHITA AIRPORT AUTHORITY, "OWNER",
AND
RICHARD B. KRAYBILL, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated March 18, 2008 between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Administration Building Remodel.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. SCOPE OF SERVICES

The description of the improvements that the OWNER intends to construct and thereafter called the "PROJECT" as stated within ARTICLE I of the referenced Contract is hereby amended according to Exhibit S. A. #1 - A of this Supplemental Agreement.

B. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

Payment to the CONSULTANT for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the fee specified hereinafter.

1. Payment for additional design services shall be a lump sum fee amount of \$10,170.00 (Exhibit S.A. #1 - B).
2. Payment for construction phase services shall be on an hourly rate and expenses basis with a not to exceed amount of \$44,000.00 (Exhibit S. A. #1 - C).

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2008.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor White, Director of Airports

ATTEST:

Richard B. Kraybill

230 Laura

Wichita, Kansas 67202

By: _____

By: Bernard J. Brayner

Title: _____

Title: Owner

APPROVED AS TO FORM:

Mary E. Reinhardt
Director of Law

Date: _____

SCOPE OF SERVICES

MID-CONTINENT AIRPORT ADMINISTRATION BUILDING REMODEL
WICHITA AIRPORT AUTHORITY • 11-17-08

SCOPE OF PROJECT

- Construct a vestibule for the front door and remodel the front lobby for a secretary/receptionist station. Relocate guest seating. Replace terrazzo floor.
- Expand the copier/work room and file rooms
- Improve administrative assistant/office support work area
- Combine two existing offices into a single operations office
- Provide insulated glazing in all windows, additional heating in north corner offices
- Expand the conference room and provide for upgraded audio-visual systems and support systems
- Provide new office for Assistant Program Manager
- Provide space for Data Center including new gas fire suppression, dedicated HVAC.
- Rework remaining space, electrical and data terminals, and dedicated HVAC. Provide for backup HVAC to supply data center in emergency.
- Allow for file storage in basement of atrium.
- Provide standby power for building.
- Provide enhanced exterior area lighting.
- Provide for positive planter drainage around perimeter of building, planting and irrigation improvements as required.
- Provide new lawn, irrigation system, bollard removal in "islands" and lawn in front of building.
- Upgrade four restrooms to meet ADA Guidelines.

5. CONSTRUCTION RELATED SERVICES

- a. The Consultant shall facilitate the pre-construction conference. Airport staff will provide briefings for such items as airport safety, security, operational and environmental.
- b. The Consultant shall
 - Review submittals and shop drawings
 - Evaluate and prepare periodic and final pay request reviews.
 - Answer technical questions
 - Witness and evaluate key on-site testing, calibrations and terminations for acceptance.
 - Spot check construction staking for accuracy
 - Prepare change orders, if appropriate and independently review contractor provided cost and time changes.
 - Visit site to become familiar with the work and to observe, document and photograph the work for compliance with the contract documents. Observation shall allow the Consultant to provide a signed Certificate of Substantial Completion on work at the completion of construction.
 - Observe materials on site for conformance with approved submittals.
 - Prepare daily observation reports noting personnel on site, site conditions, work being performed and progress of critical path events.
 - Visit the site at the following intervals during on-site construction activity:
 - Architect shall visit the site every work day
 - Mechanical Engineer shall visit the site as noted in Attachment B.
 - Electrical Engineer shall visit the site at key times during major electrical work, observe testing, terminations, materials and workmanship.
 - Attend on-site weekly project meetings, confer with sub-consultants and facilitate the resolution of technical issues.

EXHIBIT A

SCOPE OF SERVICES

MID-CONTINENT AIRPORT ADMINISTRATION BUILDING REMODEL
WICHITA AIRPORT AUTHORITY • 11-17-08

- Attend a final inspection and prepare a punch list.
 - Provide a Certificate of Substantial Completion of the Work (one for each phase) stating the work is in accordance with the Contract Documents and suitable for occupancy.
 - Conduct a follow up Final Inspection
- c. The Consultant shall prepare, within 45 days of substantial completion, record drawings incorporating construction changes and addenda and key construction photos and furnish one set of prints for Airport Staff review. Once the review is complete, provide to the Airport Staff within 15 days, one set of reproducible drawings, an AutoCAD electronic file of the drawings and electronic specifications in Microsoft Word. Consultant shall provide an electronic and hard copy of the on-site inspection and observation reports. An electronic copy of all photographs will be provided.
- d. The Consultant shall neither have control over nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety measures and programs in connection with the Work as these are solely the Contractor's responsibilities.
- e. The Consultant shall, at the end of the project, provide one set of shop drawings, warranty information, operating instructions, etc., bound and indexed.

End of Exhibit A

Mechanical Consultants Inc.

ENGINEERING DIVISION

October 21, 2008
MCI #2812

Richard B. Kraybill, Architect
230 Laura
Wichita, KS 67211

Attn: Rich Kraybill

Re: Administration Building Remodel
Wichita Mid-Continent Airport
Wichita, KS.

Dear Rich:

We propose to provide Commissioning Services for the above referenced construction project. This fee proposal is based upon the following scope of work:

Pre-Construction Phase

We will perform the following commissioning process activities during the pre-construction phase:

1. Develop the initial commissioning plan.
2. Develop full commissioning specifications for all commissioned equipment. Coordinate this with the architect so as to integrate the commissioning specifications into the overall project specification package. The specifications shall follow the intent of ASHRAE Guideline 0-2005 *The Commissioning Process*. The commissioning specification will include a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements (including formats), alerts to coordination issues, deficiency resolution, construction checklist and startup requirements, the functional testing process, and specific functional test requirements including testing conditions and acceptance criteria for each piece of equipment being commissioned.
3. Develop a commissioning plan encompassing the Construction Phases.
4. Determine the commissioning requirements and activities to include in the construction documents, with review by the design team, for integration into the project's construction specifications.

254 Laura, Wichita, KS 67211

316-265-5301

fax: 316-265-8413

engrs@mciks.com

Visit us at mciks.com to learn of the full range of services we offer.

EXHIBIT B – COMMISSIONING SERVICES

Construction Phase:

We will perform the following commissioning process activities during the construction phase:

1. Organize the commissioning process components and conduct a pre-bid and pre-construction meeting where the commissioning process requirements are reviewed with the construction team.
2. Coordinate and direct commissioning activities in a logical, sequential and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently updated timelines, schedules, and technical expertise.
3. Provide on site witnessed observation and assist testing of the following systems to verify proper function and to verify proper inter-operability between the systems:
 - a. Data Room Air Conditioning System
 - b. Data Room Fire Protection System:
 - c. Data Room Back-up Air Conditioning System
 - d. Data Room Air Tightness
 - e. Areas remodeled in this project that require revisions to the existing air distribution system (Scope limited to commissioning only the new HVAC components that are furnished as part of this construction project.)
4. Perform site visits, AT LEAST TWICE WEEKLY, or as necessary, to observe component and system installations. Accomplish a statistical review of construction focusing on the design intent and the quality process. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction-meeting minutes for revisions/substitutions relating to the design intent. Assist in resolving any discrepancies.
5. With necessary assistance and review from the installing contractors, develop and write construction checklists. Submit to owner for approval.
6. Organize and conduct periodic commissioning team meetings necessary to plan, develop the scope, coordinate, schedule activities and resolve problems.
7. Review submittals to verify adequacy of information that will be required for commissioning concurrent with the design professional's review.
8. Work with contractors in completing construction checklists and tracking of checklist completion.
9. Statistically sample completion of construction checklists on a periodic basis to verify that contractor's quality process is achieving project requirements.
10. Approve systems startup by reviewing start-up reports and by selected site observation.
11. With necessary assistance and review from installing contractors, write the test procedures. Submit to owner for review and approval.
12. Assist the contractor in executing the tests.
13. Coordinate witness and recommend approval of test procedure performed by installing contractors. Coordinate witness and recommend approval of retesting as necessary until satisfactory performance is achieved.
14. Recommend approval of air balancing through statistical sampling of the report and separate field verification.
15. Maintain a master issues log and a separate testing record. Provide to the owner written progress reports and test results with recommended actions.
16. Document the correction and retesting of non-compliance items by the contractor.
17. Review the systems manual for adequacy and completeness.
18. Review, recommend pre-approval, and verify the training provided by the contractors.

EXHIBIT B – COMMISSIONING SERVICES

Observation and Testing to be performed as part of this proposal:

Equipment or System **Sampling Rate**
(Testing and observation will be performed only on the following systems and components that are furnished or revised as part of this construction project.)

HVAC Systems

(For new and revised components only)

Air Handling Units	100%
Ventilation Fans	100%
Air Terminal Units	100%
Ductwork	100%
Refrigerant Piping	100%
Temperature Control	100%
Computer Room Air Conditioning System	100%

Building Automation Systems

(For new and revised components only)

Temperature/Humidity Sensors	100%
Pressure Sensors and Controllers	100%
Sequence of Operation	100%
Airflow Stations	100%
Damper/Valve Actuators	100%

Plumbing and Fire Protection Systems

(For new and revised components only)

Plumbing Equipment	25%
Plumbing Fixtures	25%
Plumbing Piping Systems	25%
Data Room Fire Protection	100%

Electrical Systems

Normal Power Electrical Systems	100%
Emergency Power Systems	100%
Fire/Life Safety Systems	100%
Security Systems	100%

The fee for the above described commissioning services furnished for this project shall be a "Lump-Sum Fee" of:

MAXIMUM *PJP*

\$ 9,200.00

to be billed periodically as the project progresses.

The following items are NOT included in the above proposal:

Commissioning, testing or verifying the operation or performance of any systems, equipment or components which are not furnished or revised as part of this construction project.

EXHIBIT B – COMMISSIONING SERVICES

Actual Repair or construction of any component or system being commissioned as part of this proposal.

Performing any of the work included in the project construction documents.

Warranting or accepting responsibility for the satisfactory performance of the work furnished or installed by others.

Each bill will be due within 30 days after its date. Any billing not paid within that time will incur a late charge of 1.5% per month until paid. We will not have any obligation to continue to provide any additional services if a bill is not paid when due.

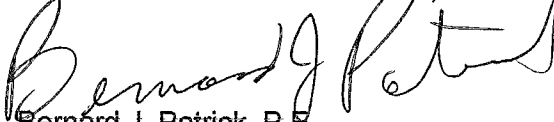
If additional work is required, **or the scope of work revised** to require additional time not included in the above described work, the time required to perform such additional services will be billed at the rate of \$75.00 per hour.

Specifically, but without limitation, site visitations by Mechanical Consultants Inc., shall not require us to assume responsibilities for the means and methods of construction, nor for safety on the jobsite.

We believe this letter accurately and completely sets forth our agreement, but please notify me promptly, in writing, if I have misstated or omitted anything.

We look forward to working with you on this project. If you have any questions, please let me know.

Sincerely,
MECHANICAL CONSULTANTS, INC.



Bernard J. Patrick, P.E.
President

Administration Building Renovation
11-17-08Attachment – Itemized Fee

1. Additional Design Services

a. Survey of water entrance and damage and correction.	\$360.00
b. Drawing revision to reflect repairs to basement offices, exterior sealant.	\$540.00
c. Review of planting area and drainage solutions, new landscape.	\$5,700.00
d. Restroom modifications to meet ADA requirements	\$2,200.00
e. Design and Drawing Revisions for small Conference Room	\$1,370.00

Total Lump Sum fee for additional design services	\$10,170.00
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2. Construction phase services

a. Pre construction conference: one meeting, 2 pers x \$150	\$300.00
b. Submittal review: 27 submittals x 1 hr x \$60	\$1,620.00
c. Address technical questions: 35 hrs x \$60	\$2,100.00
d. Architectural Observation/Inspection: 175 days x 1.5 hrs x \$60	\$15,750.00
e. Electrical Observation/Inspection: 15 visits x 2 hr x \$95	\$2,850.00
f. Mechanical Observation and Commissioning per proposal (30 trips)	\$9,200.00
g. Structural Observation: 6 trips x 2 hr x \$95	\$1,140.00
h. Payment request review and certification: 11 pay req. x 1.5 x \$90	\$1,485.00
i. Prepare change orders (within scope of project): Arch \$1,680, Mech. \$950, Elect. \$950	\$3580.00
j. Final Insp., Punch List and Cert. of Substantial Completion (3)	\$1,350.00
k. As-built drawings: 17.5 hrs x \$60	\$1,050.00
l. Time and expense record keeping: 35 wks x 1.5 hrs x 30	\$1,575.00
m. Mileage: \$.50 x 15 mi x 200 trips	\$1,500.00
n. Printing of as-built drawings:	\$500.00

Total not-to-exceed fee for construction phase services	\$44,000.00
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Hourly fees:

Architect	\$90.00
Architect's technical staff	\$60.00
Architect's administrative staff	\$30.00
Structural engineer	\$95.00
Mechanical engineer	\$75.00
Electrical engineer	\$95.00

Note that the itemized estimate for the tasks listed above is for the purposes of illustrating the not-to-exceed fee for the entire construction phase. They are not individual guaranteed maximums.

End of Attachment

**City of Wichita
City Council Meeting
December 2, 2008**

TO: Wichita Airport Authority

SUBJECT: Administration Building Rehabilitation
Supplemental Agreement No. 1
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: On March 18, 2008 the Wichita Airport Authority approved the capital project to design and rehabilitate the Airport Administration Building. At the same time, an agreement with Richard Kraybill was approved for \$48,188 for design and bid phase services.

Analysis: During design the scope was modified to include asbestos abatement, additional parking, improved parking lot lighting to improve security, replace windows for energy efficiency, upgrade restrooms for ADA compliance, landscaping and correcting drainage around the building. A supplemental agreement has been prepared to authorize the additional design and construction-related services.

Financial Considerations: The cost of the additional design is \$10,170. The cost of the construction-related services is a not-to-exceed amount of \$44,000. These expenses are within the current budget.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through improvements to allow uninterrupted airport services to be provided to the aviation community.

Legal Considerations: The supplemental agreement has been approved by the Law Department as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 1 with Richard Kraybill, and authorize the necessary signatures.

Attachments: Supplemental Agreement #1.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2008 by and between Godofredo and Tricia Moreno, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the Wichita Airport Authority, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. Seller does hereby agree to sell and convey to Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to wit:

Lot 5, Block A, Rolling Hills Mesa Addition to the City of Wichita, Sedgwick County, Kansas

2. Buyer hereby agrees to purchase, and pay to Seller, as consideration for the conveyance to him of the above described real property for the sum of Seventy-Five Thousand Five Hundred Dollars and No Cents (\$75,500.00) in the manner following, to-wit: cash at closing.

3. The Sellers agree to sell and convey to the Buyer a merchantable title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any. Seller further agrees to forthwith furnish to Buyer a title insurance company's commitment to insure the above-described real property, showing a merchantable title vested in the Sellers name. It is understood and agreed that the Seller shall have a reasonable time after said title evidence has been examined in which to correct any defects in title.

4. The costs of closing, if any, shall be paid one-half by Buyer and one-half by Seller. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100% by Buyer. Any taxes and assessments shall be prorated as of the date of closing. Taxes shall be pro-rated for calendar year on the basis of taxes levied for prior year.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. Possession of said property shall transfer on or before December 31, 2008.

7. The parties covenant and agree that except for closing and title insurance referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.

8. Time is of the essence in the interpretation and enforcement of this Contract, and it shall be consummated and closed on or before December 12, 2008.

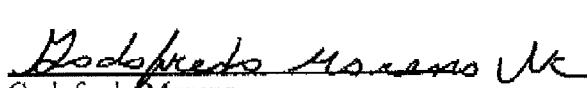
9. Seller makes no warranty or guarantee as to the suitability of the subject property for the intended use of Buyer.

10. Buyer and Seller hereby agree that the Seller is permitted to remove two antique

lights, two ceiling fans, 2-door utility cabinet, and a hair salon shampoo station. Seller will replace light fixtures.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:


Godofredo Moreno


Tricia Moreno

BUYER:
By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

1544 S Ridge Rd



Printed: 11/14/2008 11:56:14 AM

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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**CITY OF WICHITA
City Council Meeting
December 2, 2008**

TO: Wichita Airport Authority

SUBJECT: Wichita Mid-Continent Airport
Acquisition of 1544 South Ridge Road

INITIATED BY: Property Management

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the acquisition.

Background: The Wichita Airport Authority Capital Improvement Program (CIP) includes the purchase of land for aviation related development. The CIP is designed to implement the appropriate parts of the Airport Master Plan while addressing the financial capabilities of the Department of Airports. Land located within the boundaries of Harry Street, Pueblo Street, Ridge Road and Airport Road have been identified as parcels appropriate to acquire to accommodate the long range need for airport property not requiring airfield access. Within the past three years, three parcels in this area were acquired under a willing buyer/seller arrangement.

Analysis: The property located at 1544 South Ridge Road is available for sale. The site consists of 20,090 square feet and is zoned single family. Improvements consist of a 1,060 square foot ranch house built in 1953. The Airport had the property appraised in June 2008 for \$75,500 and the owner agreed to sell the property for the appraised offer. The improvements will be auctioned for relocation and the site will be maintained as open space until the time for aviation development.

Financial Considerations: A budget of \$105,500 is requested. This amount includes the purchase price, other costs required for title, closing and site cleanup. The cost of this acquisition will be funded with General Obligation Bonds paid for with airport revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through maintaining sufficient developable land to accommodate the long-range demand.

Legal Considerations: The Law Department approved the agreement as to form.

Recommendation/Action: It is recommended that the Wichita Airport Authority approve the purchase agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement and aerial map.

**City of Wichita
City Council Meeting
December 2, 2008**

TO: Mayor and City Council

SUBJECT: Appointment of Municipal Judge Nominating Commission

INITIATED BY: City Council/Department of Law

AGENDA: City Council

Recommendation: Appoint members to the Municipal Judge Nominating Commission

Background: A vacancy will occur because of the pending resignation of Municipal Court Judge Bruce Brown to take office as a District Court Judge. Charter Ordinance No. 186 provides the procedure for consideration of individuals for appointment to the office of Municipal Court Judge. The Nominating Commission is to be composed of two non-lawyer members appointed by the City Council and three lawyer members nominated by the Wichita Bar Association and appointed by the City Council.

Analysis: Appointment of Municipal Court Nomination Commission is necessary to review the applications from persons interested in filling the vacancy. The Wichita Bar Association has been asked to provide its recommendations for lawyers to serve on the Nominating Commission for this purpose.

Legal Considerations: The pendency of a vacancy in the office of Municipal Court Judge triggers the provisions of Charter Ordinance No. 186, which prescribes the process for the selection and appointment of Municipal Court Judges.

Recommendations/Actions: Appoint members to Municipal Judge Nominating Commission and set December 5, 2008 as the deadline for applications for the Municipal Court Judge position.

**City of Wichita
City Council Meeting
December 2, 2008**

TO: Mayor and City Council Members
SUBJECT: Petitions to Renovate Building Facades in the Core Area (Districts I & VI)
INITIATED BY: Office of Urban Development
AGENDA: Consent

Recommendation: Approve the petitions, adopt the resolutions, and establish December 16, 2008 as the date for a formal public hearing.

Background: Since 2001, the City has provided a Facade Improvement Program. It is available to properties in defined areas, including the City's core area. On January 15, 2008, the City Council conceptually approved a request from Real Development for exterior improvements to seven high-rise buildings in the downtown area. Cost of improvements are paid through issuance of special assessment debt against the subject buildings. The buildings are:

- Kaufman Building – 208 South Market
- Landmark Square Building – 212 North Market
- Farmers and Bankers Building – 200 East 1st
- Orpheum Office Building – 200 North Broadway
- Petroleum Building – 221 South Broadway
- Sutton Place Building – 209 East William
- SC TelCom Building – 125 North Market

On March 4, 2008, the City Council approved petitions, adopted resolutions and established a public hearing for March 18, 2008 to formally consider the request. Due to issues with fractional ownership and lending agreements, the public hearing was deferred to provide an opportunity to address these issues. Since that date, approval for these projects have been staggered over time.

On April 22, 2008 the City Council approved petitions, adopted resolutions and established a new public hearing for the Kaufman, Landmark Square and Farmers and Bankers buildings. On May 6, 2008 the City Council approved the requests for these properties and formally adopted the ordinances.

Also on May 6, 2008 the City Council held a public hearing on the advisability of the facade improvements to the Wichita Executive Center (SC Telecom) facade (as part of an "ordering in" process), approved the project, adopted a resolution authorizing the creation of an improvement district and established a new public hearing for May 20, 2008 to formally consider special assessments for these improvements. On May 20, 2008, the City Council adopted the ordinance and approved the special assessments for the Wichita Executive Center. These improvements represented only about 18% of the total facade improvements initially requested for the WEC. Real Development is expected to return at a later date with a request for special assessment financing of the balance of facade improvements envisioned for the WEC.

The three remaining buildings – Orpheum, Petroleum, Sutton Place – were all fractionally owned through condominiums. For this reason it was necessary to obtain petitions signed by *all* owners of each building. Petitions were submitted and resolutions drafted, and these three properties were placed on the August 26, 2008 City Council agenda. The resolutions were approved and a public hearing was set for September 9, 2008.

At the request of Real Development, the Orpheum and the Petroleum projects were withdrawn from the September 9 public hearing due to issues of how the special assessments would be spread, based on the petitions submitted. The Sutton Place building went forward and the City Council approved the ordinance on September 9, 2008.

Petitions for the Orpheum and Petroleum buildings have been re-written, re-signed by *all* property owners, and now re-submitted for consideration. Resolutions are attached.

Analysis: Total combined cost for the two proposed facade improvements identified above (Orpheum and Petroleum) is projected to be \$788,641 (exclusive of financing costs). The table below itemizes the costs for each building.

BUILDING	CONSTRUCTION, ARCHITECT & ENGINEER	REAL DEV PROJ MGR	10% CONTINGENCY	PW ADMIN FEE (2%)	10% DEVELOPMENT FEES	TOTAL
Orpheum	172,456	5,576	17,246	3,449	16,743	215,470
Petroleum	458,749	14,833	45,875	9,175	44,539	573,171
TOTAL	\$ 631,205	\$ 20,409	\$ 63,121	\$ 12,624	\$ 61,282	\$ 788,641

This project will utilize a slightly different process than normal special assessments. The protest period that normally comes at the end of a completed project (after there is a final statement of cost) will instead take place on the front end. For this reason, a *maximum assessment amount* is provided, which cannot be exceeded. Therefore, a 10% contingency is included in the estimated costs. An administrative charge for the City that is part of the Facade Improvement Program and development fees for Real Development are also included. A summary for each building follows:

The **Orpheum Office Building** is a seven story office building with 44,428 s.f. located at 200 N. Broadway. Owners have already invested in interior improvements, including technology infrastructure and common area remodeling. Projected cost for the facade improvements on this building is \$215,470 (increasing to \$280,000 with estimated financing costs). The proposal assumes 15-year special assessment financing.

The **Petroleum Building** is an eight story office building with a total of 44,804 s.f. located at 221 S. Broadway. Owners have already invested in technology and common area improvements. Projected cost for the facade improvements on this building is \$573,171 (increasing to \$750,000 with estimated financing costs). The proposal assumes 15-year special assessment financing.

Some improvements to the buildings are general and involve improvements such as masonry repair, tuckpointing, cornice repair, power washing, exterior painting, and window and door repair/replacement. In addition, more substantial improvements include changing the exterior appearance of the building on some sides to create a visually stimulating impact to travelers entering the downtown area.

Each building improvement project will require a separate special benefit district to be established. State law requires a formal public hearing to levy assessments for each special assessment benefit district. All projects may share the same public hearing.

Financial Considerations: The combined project budget for both buildings to be paid by special assessments at this time is estimated at \$1,030,000. These will be Taxable General Obligation Special Assessment Bonds, paid as to principal and interest with special assessments levied against the improved properties and will be backed by the full faith and credit of the City of Wichita. Staff have been working with Bond Counsel (Kutak Rock) and a Financial Advisor (Springsted) to perform due diligence with regard to the City's risk and how the bonds would be structured. Included in the issue will be a one year debt service reserve and a small financing contingency to mitigate risk and ensure the maximum

assessment is not exceeded. Also, interest rates have been cautiously assumed at 6.75% for permanent financing.

A “not to exceed” amount for each special assessment district is included in each of the separate petitions and resolutions. The following table itemizes the estimated cost per facade project, including the estimated financing costs:

BUILDING	Total Net Bond Proceeds	Estimated Financing Costs	Total Principal
Orpheum	215,470	64,530	280,000
Petroleum	573,171	176,829	750,000
TOTAL	\$ 788,641	\$ 241,359	\$ 1,030,000

Goal Impact: The goal for Economic Vitality and Affordable Living is advanced through the use of special assessment financing to partner with and leverage investment from developers to create commercial and residential economic value within the City. This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal by facilitating improvements to privately owned buildings.

Legal Considerations: State statutes provide the City Council authority to use special assessment funding for the projects. A formal public hearing is required as part of the approval process. The petitions approved and resolutions adopted today will set the maximum amount for each special assessment district and establish the date of the public hearing (December 16, 2008). Actual amounts to be special assessed at the completion of construction may be less, but they may not exceed the amounts included in the petitions and resolutions.

Recommendation/Action: It is recommended that the City Council approve the Petitions, adopt the Resolutions, authorize the necessary signatures, and set the public hearing for December 16, 2008.

*Attachments: Petitions (2)
 Resolutions (2)

First Published in the Wichita Eagle on December 5, 2008

RESOLUTION NO. 08-541

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF FACADE IMPROVEMENTS AT 221 SOUTH BROADWAY (SOUTH OF WILLIAM, WEST OF BROADWAY) 472-84680 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING FACADE IMPROVEMENTS AT 221 SOUTH BROADWAY (SOUTH OF WILLIAM, WEST OF BROADWAY) 472-84680 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Facade Improvements at 221 South Broadway abutting public ways, including Broadway Street and alley right-of-way (south of William, west of Broadway) 472-84680.

Said improvements shall be constructed in accordance with plans and specifications approved by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Seven Hundred Fifty Thousand Dollars (\$750,000).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

GRIEFFENSTEIN'S ORIGINAL TOWN

Lots 28, 30, 32 and 34, on Lawrence Avenue, now Broadway Avenue in Greiffenstein's Addition to the City of Wichita, Sedgwick County, Kansas, together with that portion of vacated Lawrence Avenue, now Broadway Avenue.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on September 9, 2008, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That Resolution No. 08-140 adopted on March 4, 2008, is hereby repealed and replaced.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of December, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on December 5, 2008

RESOLUTION NO. 08-542

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF FACADE IMPROVEMENTS AT 200 NORTH BROADWAY (NORTH OF 1ST, EAST OF BROADWAY) 472-84681 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING FACADE IMPROVEMENTS AT 200 NORTH BROADWAY (NORTH OF 1ST, EAST OF BROADWAY) 472-84681 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Facade Improvements at 200 North Broadway abutting public ways, including 1st Street and Broadway Street (north of 1st, east of Broadway) 472-84681.

Said improvements shall be constructed in accordance with plans and specifications approved by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Two Hundred Eighty Thousand Dollars (\$280,000).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PARCEL 1

That part of Lots 32, 34, 36, 38, and 40, on Broadway, in J.R. Mead's Addition to Wichita, Sedgwick County, Kansas, described as beginning at the Southwest corner of lot 32; thence north to the northwest corner of lot 40, thence east 49.99 feet; thence south 85.1 feet; thence east 2.5 feet; thence south 18.1 feet; thence east 5.5 feet; thence south 46.8 feet to the south line of said lot 32; thence west 57.99 feet to the point of beginning; excluding the point of beginning Southwest corner lot 32; north 32.9 feet; east 40.89 feet; north 5.3 feet; east 10.3 feet; north 8.6 feet; east 6.8 feet; south 46.8 feet to south line of said lot 32; west 57.99 feet to the point of beginning.

PARCEL 2

That part of Lots 32 and 34, on Broadway, in J. R. Mead's Addition to Wichita, Sedgwick County, Kansas, described as beginning at the Southwest corner of Lot 32; thence north along the West line of said Lots 32 and 34, 32.9 feet to a point 2.9 feet north of the Southwest corner of said Lot 34; thence east 40.89 feet; thence north 5.3 feet; thence east 10.3 feet; thence north 8.6 feet; thence east 6.8 feet; thence south 46.8 feet to the south line of said Lot 32; thence west 57.99 feet to beginning, being on and the same area as the theater vestibule and stairs and theater

lobby excluded from the Condominium Definition in Paragraph 2 f. of the Declaration of Condominium filed on Film 695, Page 1458, recorded in the Office of the Register of Deeds, Sedgwick County, Kansas.

PARCEL 3

That part of Lots 34, 36, 38 and 40, on Broadway, in J. R. Mead's Addition to Wichita, Sedgwick County, Kansas, described as beginning at a point on the North line of said Lot 40, said point being 49.99 feet east of the Northwest corner of said Lot 40; thence south 85.1 feet; thence east 2.5 feet; thence south 18.1 feet; thence east 5.5 feet; thence north 93.4 feet to a point 9.8 feet south and 82 feet west of the Northeast corner of said Lot 40; thence east 82 feet to a point 9.05 feet south of the Northeast corner of said Lot 40; thence north 9.05 feet to the Northeast corner of said Lot 40; thence west 89.85 feet to the point of beginning.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on September 9, 2008, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That Resolution No. 08-139 adopted on March 4, 2008, is hereby repealed and replaced.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of December, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

FACADE IMPROVEMENT PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record (Orpheum Office Building Owners Association, Inc.) as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Parcel #1:

That part of Lots 32, 34, 36, 38, and 40, on Broadway, in J.R. Mead's Addition to Wichita, Sedgwick County, Kansas, described as beginning at the Southwest corner of lot 32; thence north to the northwest corner of lot 40, thence east 49.99 feet; thence south 85.1 feet; thence east 2.5 feet; thence south 18.1 feet; thence east 5.5 feet; thence south 46.8 feet to the south line of said lot 32; thence west 57.99 feet to the point of beginning; excluding the point of beginning Southwest corner lot 32; north 32.9 feet; east 40.89 feet; north 5.3 feet; east 10.3 feet; north 8.6 feet; east 6.8 feet; south 46.8 feet to south line of said lot 32; west 57.99 feet to the point of beginning.

Parcel #2:

That part of Lots 32 and 34, on Broadway, in J. R. Mead's Addition to Wichita, Sedgwick County, Kansas, described as beginning at the Southwest corner of Lot 32; thence north along the West line of said Lots 32 and 34, 32.9 feet to a point 2.9 feet north of the Southwest corner of said Lot 34; thence east 40.89 feet; thence north 5.3 feet; thence east 10.3 feet; thence north 8.6 feet; thence east 6.8 feet; thence south 46.8 feet to the south line of said Lot 32; thence west 57.99 feet to beginning, being on and the same area as the theater vestibule and stairs and theater lobby excluded from the Condominium Definition in Paragraph 2 f. of the Declaration of Condominium filed on Film 695, Page 1458, recorded in the Office of the Register of Deeds, Sedgwick County, Kansas.

Parcel #3:

That part of Lots 34, 36, 38 and 40, on Broadway, in J. R. Mead's Addition to Wichita, Sedgwick County, Kansas, described as beginning at a point on the North line of said Lot 40, said point being 49.99 feet east of the Northwest corner of said Lot 40; thence south 85.1 feet; thence east 2.5 feet; thence south 18.1 feet; thence east 5.5 feet; ! thence north 93.4 feet to a point 9.8 feet south and 82 feet west of the Northeast corner of said Lot 40; thence east 82 feet to a point 9.05 feet south of the Northeast corner of said Lot 40; thence north 9.05 feet to the Northeast corner of said Lot 40; thence west 89.85 feet to the point of beginning.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq. as amended, as follows:

- (a) That there be designed and reconstructed a facade that will enable historically or architecturally significant buildings to be preserved and eliminate exterior code deficiencies. That said improvements be constructed according to plans and specifications approved by the City of Wichita.
- (b) That the estimated and probable cost of the foregoing improvement being ONE HUNDRED NINETY FOUR THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS (\$194,775.00) including a 5% contingency, exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after March 1st, 2008.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis:

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after

filing, whichever comes first.

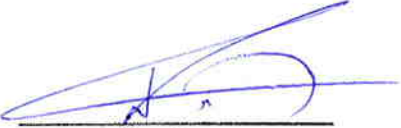
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>IMPROVEMENT DISTRICT</u>	Orpheum Office Building Owners Association, Inc.	
Parcels 1, 2, & 3 shown above in J.R. Mead's Addition to Wichita, Kansas, Sedgwick County, Kansas.	By _____	_____
	Its _____	_____



Ram and Hagit Mofsowitz, owners of the 1st floor at Orpheum (whose legal description is listed below) hereby join in the petition for the façade improvement project as outlined in the attached Façade Improvement Petition for the Orpheum Building.



Ram Mofsowitz

11.07.2008

Date



Hagit Mofsowitz

11/7/08

Date

Legal Description:

Unit One A, Unit One B, Unit One C, Unit One D, Unit One E: all in Orpheum Centre Condominium located on a portion of Lots 32, 34, 36, and 38, and 40, on Broadway, in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas, together with an undivided interest in the common areas and facilities as established in the declaration of filed on Film 695, Page 1458, and as amended.

MINNESOTA
KANSAS

2735 CHESHIRE LANE NORTH • MINNEAPOLIS • MN • 55447
105 S. BROADWAY • STE 100 • WICHITA • KS • 67202

763 • 235 • 3100
316 • 771 • 7100

763 • 235 • 3130
316 • 771 • 5159



Equity Holding Corp. owner of the 2nd floor at Orpheum (whose legal description is listed below) hereby join in the petition for the façade improvement project as outlined in the attached Façade Improvement Petition for the Orpheum Building.

Equity Holding Corp. as Trustee

By *Frank R. Oster* 10/17/08
Date

Its President

Legal Description:

Unit Second; in Orpheum Centre Condominium, located on a portion of Lots 32, 34, 36, and 38, and 40, on Broadway, in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas, together with an undivided interest in the common areas and facilities as established in the declaration of filed on Film 695, Page 1458, and as amended.

MINNESOTA	3735 CHESHIRE LANE NORTH • MINNEAPOLIS • MN • 55447	☎ 763 • 335 • 3100	☎ 763 • 335 • 3130
KANSAS	103 S. BROADWAY • 311 100 • WICHITA • KS • 67202	☎ 316 • 771 • 7100	☎ 316 • 771 • 5159



Karsten Mueller, owner of the 3rd floor at Orpheum (whose legal description is listed below) hereby join in the petition for the façade improvement project as outlined in the attached Façade Improvement Petition for the Orpheum Building.


Karsten Mueller

10/9/08
Date

Legal Description:

Unit Third; in Orpheum Centre Condominium, located on a portion of Lots 32, 34, 36, and 38, and 40, on Broadway, in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas, together with an undivided interest in the common areas and facilities as established in the declaration of filed on Film 695, Page 1458, and as amended.

MINNESOTA

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Broadway @ First No. 4, LLC, owner of the 4th floor at Orpheum (whose legal description is listed below) hereby join in the petition for the façade improvement project as outlined in the attached Façade Improvement Petition for the Orpheum Building.

Broadway @ First No.4, LLC

By 

10-7-08
Date

Its member

Legal Description:

Unit Fourth; in Orpheum Centre Condominium, located on a portion of Lots 32, 34, 36, and 38, and 40, on Broadway, in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas, together with an undivided interest in the common areas and facilities as established in the declaration of filed on Film 695, Page 1458, and as amended.



Nick and Patricia Cascione, owners of the 5th floor at Orpheum (whose legal description is listed below) hereby join in the petition for the façade improvement project as outlined in the attached Façade Improvement Petition for the Orpheum Building.

Nick Cascione
Nick Cascione

10-23-08
Date

Patricia Cascione
Patricia Cascione

10-23-08
Date

Legal Description:

Unit Fifth; in Orpheum Centre Condominium, located on a portion of Lots 32, 34, 36, and 38, and 40, on Broadway, in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas, together with an undivided interest in the common areas and facilities as established in the declaration of filed on Film 695, Page 1458, and as amended.

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Broadway at First, LLC, owner of the 6th floor at Orpheum (whose legal description is listed below) hereby join in the petition for the façade improvement project as outlined in the attached Façade Improvement Petition for the Orpheum Building.

Broadway at First, LLC

By

10-7-08
Date

Its member

Legal Description:

Unit Sixth; in Orpheum Centre Condominium, located on a portion of Lots 32, 34, 36, and 38, and 40, on Broadway, in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas, together with an undivided interest in the common areas and facilities as established in the declaration of filed on Film 695, Page 1458, and as amended.

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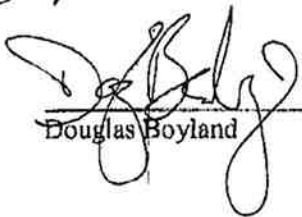
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Lynda Faulkner and Douglas Boyland, owners of the 7th floor at Orpheum (whose legal description is listed below) hereby join in the petition for the façade improvement project as outlined in the attached Façade Improvement Petition for the Orpheum Building.


Lynda Faulkner


Date


Douglas Boyland


Date

Legal Description:

Unit Seventh; in Orpheum Centre Condominium, located on a portion of Lots 32, 34, 36, and 38, and 40, on Broadway, in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas, together with an undivided interest in the common areas and facilities as established in the declaration of filed on Film 695, Page 1458, and as amended.

FACADE IMPROVEMENT PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record (Petroleum Building Owners Association, Inc.) as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 28, 30, 32, and 34, on Lawrence Avenue, now Broadway Avenue, in Greiffenstein's Addition to the City of Wichita, Sedgwick County, Kansas, together with that portion of vacated Lawrence Avenue, now Broadway Avenue, vacated by the City of Wichita Ordinance No. 140.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq. as amended, as follows:

- (a) That there be designed and reconstructed a facade that will enable historically or architecturally significant buildings to be preserved and eliminate exterior code deficiencies. That said improvements be constructed according to plans and specifications approved by the City of Wichita.
- (b) That the estimated and probable cost of the foregoing improvement being FIVE HUNDRED EIGHTEEN THOUSAND ONE HUNDRED TWENTY DOLLARS AND NO CENTS (\$518,120.00) including a 5% contingency, exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after March 1st, 2008.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which

the improvement district shall be liable shall be on a square foot basis:

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

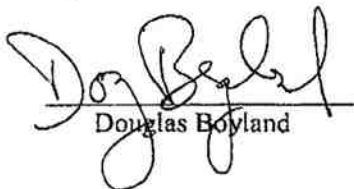
LEGAL DESCRIPTION	SIGNATURE	DATE
<u>IMPROVEMENT DISTRICT</u>	Petroleum Building Owners Association, Inc.	
Lots 28, 30, 32, and 34, on Lawrence Avenue, now Broadway Avenue, in Greiffenstein's Addition to the City of Wichita, Sedgwick County, Kansas, together with that portion of vacated Lawrence Avenue, now Broadway Avenue, vacated by the City of Wichita Ordinance No. 140.	By _____	_____
	Its _____	_____

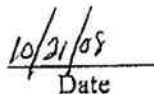


Lynda Faulkner and Douglas Boyland, owners of the 1st floor at Petroleum (whose legal descriptions are listed below) hereby join in the petition for the façade improvement project as outlined in the attached Façade Improvement Petition for the Petroleum Building.


Lynda Faulkner


Date


Douglas Boyland


Date

Legal Description:

Unit 1, in Petroleum Building, a Condominium located on Lots 28, 30, 32, and 34, on Lawrence Avenue, now Broadway Avenue, in Greiffenstein's Addition to the City of Wichita, Sedgwick County, Kansas, together with that portion of vacated Lawrence Avenue, now Broadway Avenue, vacated by the City of Wichita Ordinance No. 140., together with an undivided interest in the common areas and facilities as established by the declaration of Petroleum Condominium.

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Paradise Pearl, LLC, owner of the 2th floor at Petroleum (whose legal description is listed below) hereby join in the petition for the façade improvement project as outlined in the attached Façade Improvement Petition for the Petroleum Building.

Paradise Pearl, LLC

By Maizel V. Salgado
Elm. - 10/24/08
Its Managers

10/24/08
Date 10/24/08

Legal Description:

Unit 2, in Petroleum Building, a Condominium located on Lots 28, 30, 32, and 34, on Lawrence Avenue, now Broadway Avenue, in Greiffenstein's Addition to the City of Wichita, Sedgwick County, Kansas, together with that portion of vacated Lawrence Avenue, now Broadway Avenue, vacated by the City of Wichita Ordinance No. 140., together with an undivided interest in the common areas and facilities as established by the declaration of Petroleum Condominium.

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Yuen Tiew, owner of the 4th floor at Petroleum (whose legal description is listed below) hereby join in the petition for the façade improvement project as outlined in the attached Façade Improvement Petition for the Petroleum Building.



Yuen Tiew

10/23/08

Date

Legal Description:

Unit 4, in Petroleum Building, a Condominium located on Lots 28, 30, 32, and 34, on Lawrence Avenue, now Broadway Avenue, in Greiffenstein's Addition to the City of Wichita, Sedgwick County, Kansas, together with that portion of vacated Lawrence Avenue, now Broadway Avenue, vacated by the City of Wichita Ordinance No. 140., together with an undivided interest in the common areas and facilities as established by the declaration of Petroleum Condominium.



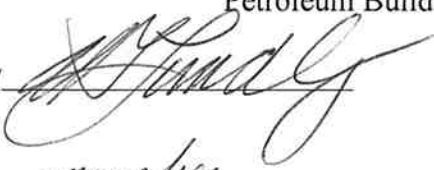
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Petroleum Building, LLC, owner of the 5th floor annex at Petroleum (whose legal description is listed below) hereby join in the petition for the façade improvement project as outlined in the attached Façade Improvement Petition for the Petroleum Building.

Petroleum Building, LLC
By  10-7-08
Date
Its member

Legal Description:

Unit 5B, in Petroleum Building, a Condominium located on Lots 28, 30, 32, and 34, on Lawrence Avenue, now Broadway Avenue, in Greiffenstein's Addition to the City of Wichita, Sedgwick County, Kansas, together with that portion of vacated Lawrence Avenue, now Broadway Avenue, vacated by the City of Wichita Ordinance No. 140., together with an undivided interest in the common areas and facilities as established by the declaration of Petroleum Condominium.



REAL
DEVELOPMENT

U.S. Housebuyers, LLC, owner of the 6th floor at Petroleum (whose legal description is listed below) hereby join in the petition for the façade improvement project as outlined in the attached Façade Improvement Petition for the Petroleum Building.

U.S. Housebuyers, LLC

By *John Pollack*

Oct. 14, 2008
Date

Its *Member*

Legal Description:

Unit 6, in Petroleum Building, a Condominium located on Lots 28, 30, 32, and 34, on Lawrence Avenue, now Broadway Avenue, in Greiffenstein's Addition to the City of Wichita, Sedgwick County, Kansas, together with that portion of vacated Lawrence Avenue, now Broadway Avenue, vacated by the City of Wichita Ordinance No. 140., together with an undivided interest in the common areas and facilities as established by the declaration of Petroleum Condominium.

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Edward and Helen Oshiba, owners of the 7th floor at Petroleum (whose legal description is listed below) hereby join in the petition for the façade improvement project as outlined in the attached Façade Improvement Petition for the Petroleum Building.

Edward Oshiba
Edward Oshiba

10/23/08
Date

Helen Oshiba
Helen Oshiba

10/23/08
Date

Legal Description:

Unit 7, in Petroleum Building, a Condominium located on Lots 28, 30, 32, and 34, on Lawrence Avenue, now Broadway Avenue, in Greiffenstein's Addition to the City of Wichita, Sedgwick County, Kansas, together with that portion of vacated Lawrence Avenue, now Broadway Avenue, vacated by the City of Wichita Ordinance No. 140., together with an undivided interest in the common areas and facilities as established by the declaration of Petroleum Condominium.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **FACADE IMPROVEMENTS AT 200 NORTH BROADWAY (NORTH OF 1ST, EAST OF BROADWAY) 472-84681** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING **FACADE IMPROVEMENTS AT 200 NORTH BROADWAY (NORTH OF 1ST, EAST OF BROADWAY) 472-84681** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Facade Improvements at 200 North Broadway abutting public ways, including 1st Street and Broadway Street (north of 1st, east of Broadway) 472-84681.**

Said improvements shall be constructed in accordance with plans and specifications approved by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Eighty Thousand Dollars (\$280,000).**

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PARCEL 1

That part of Lots 32, 34, 36, 38, and 40, on Broadway, in J.R. Mead's Addition to Wichita, Sedgwick County, Kansas, described as beginning at the Southwest corner of lot 32; thence north to the northwest corner of lot 40, thence east 49.99 feet; thence south 85.1 feet; thence east 2.5 feet; thence south 18.1 feet; thence east 5.5 feet; thence south 46.8 feet to the south line of said lot 32; thence west 57.99 feet to the point of beginning; excluding the point of beginning Southwest corner lot 32; north 32.9 feet; east 40.89 feet; north 5.3 feet; east 10.3 feet; north 8.6 feet; east 6.8 feet; south 46.8 feet to south line of said lot 32; west 57.99 feet to the point of beginning.

PARCEL 2

That part of Lots 32 and 34, on Broadway, in J. R. Mead's Addition to Wichita, Sedgwick County, Kansas, described as beginning at the Southwest corner of Lot 32; thence north along the West line of said Lots 32 and 34, 32.9 feet to a point 2.9 feet north of the Southwest corner of said Lot 34; thence east 40.89 feet; thence north 5.3 feet; thence east 10.3 feet; thence north 8.6 feet; thence east 6.8 feet; thence south 46.8 feet to the south line of said Lot 32; thence west 57.99 feet to beginning, being on and the same area as the theater vestibule and stairs and theater lobby excluded from the Condominium Definition in Paragraph 2 f. of the Declaration of Condominium filed on Film 695, Page 1458, recorded in the Office of the Register of Deeds, Sedgwick County, Kansas.

PARCEL 3

That part of Lots 34, 36, 38 and 40, on Broadway, in J. R. Mead's Addition to Wichita, Sedgwick County, Kansas, described as beginning at a point on the North line of said Lot 40, said point being 49.99 feet east of the Northwest corner of said Lot 40; thence south 85.1 feet; thence east 2.5 feet; thence south 18.1 feet; thence east 5.5 feet; thence north 93.4 feet to a point 9.8 feet south and 82 feet west of the Northeast corner of said Lot 40; thence east 82 feet to a point 9.05 feet south of the Northeast corner of said Lot 40; thence north 9.05 feet to the Northeast corner of said Lot 40; thence west 89.85 feet to the point of beginning.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on September 9, 2008, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That Resolution **No. 08-139** adopted on **March 4, 2008**, is hereby repealed and replaced.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **FACADE IMPROVEMENTS AT 221 SOUTH BROADWAY (SOUTH OF WILLIAM, WEST OF BROADWAY) 472-84680** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING **FACADE IMPROVEMENTS AT 221 SOUTH BROADWAY (SOUTH OF WILLIAM, WEST OF BROADWAY) 472-84680** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Facade Improvements at 221 South Broadway abutting public ways, including Broadway Street and alley right-of-way (south of William, west of Broadway) 472-84680.**

Said improvements shall be constructed in accordance with plans and specifications approved by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Seven Hundred Fifty Thousand Dollars (\$750,000).**

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

GRIEFFENSTEIN'S ORIGINAL TOWN

Lots 28, 30, 32 and 34, on Lawrence Avenue, now Broadway Avenue in Greiffenstein's Addition to the City of Wichita, Sedgwick County, Kansas, together with that portion of vacated Lawrence Avenue, now Broadway Avenue.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on September 9, 2008, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That Resolution **No. 08-140** adopted on **March 4, 2008**, is hereby repealed and replaced.

SECTION 9. That the City Clerk shall make proper publication of this

resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and City Council Members
SUBJECT: Project Access Contract Budget Adjustment
INITIATED BY: Human Resources
AGENDA: Consent

Recommendation: Approve contract budget adjustment and authorize necessary signatures.

Background: The City contracts \$300,000 in federal Community Services Block Grant (CSBG) funds each year to the Central Plains Regional Health Care Foundation, Inc. to provide prescription medications, durable medical equipment and the coordination of medical services for low-income residents. The Foundation has requested that the contracted personnel budget be increased from \$40,000 to \$62,656 and that \$1,600 be budgeted for a computer and a desk. This \$24,256 budget adjustment request is subject to approval by the City Council.

Currently 581 physicians, eight hospitals, and 72 pharmacies participate in Project Access.

Analysis: The requested budget adjustment will pay half the cost of a new Project Access service coordinator, with the remaining costs paid by Sedgwick County. The service coordinator will enhance the enrollment process for low-income applicants.

The requested budget adjustment will not decrease prescription services. As the coordinator staff enrolls applicants into Project Access, they also leverage low-cost prescriptions from pharmaceutical companies. In the last four years, these efforts have resulted in donated prescriptions valued at over \$2 million. The investment of CSBG funds for this coordinator position will increase this return.

Financial Considerations: No City general operating funds are committed to the Project Access contract. No additional CSBG funds are being requested.

Goal Impact: The City's support of Project Access addresses the goals of Economic Vitality and Affordable Living, by providing prescription drugs and healthcare services at no cost to low-income residents, and Enhancement of Quality of Life, by improving the overall health of those residents.

Legal Considerations: The Department of Law has approved the budget adjustment in the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the budget adjustment for the Project Access Contract and to authorize the necessary signatures for that adjustment.

Attachments: Contract budget adjustment

**AMENDMENT TO THE COMMUNITY SERVICES BLOCK GRANT CONTRACT
BETWEEN THE CITY OF WICHITA
AND THE CENTRAL PLAINS REGIONAL HEALTH CARE FOUNDATION, INC.**

This contract amendment for the provision of physician-authorized medications, medical supplies and durable medical equipment is entered into December 2, 2008 by and between the City of Wichita (hereinafter referred to as the CITY) and the Central Plains Regional Health Care Foundation, Inc. (hereinafter referred to as the DELEGATE AGENCY).

WITNESSETH THAT:

WHEREAS, on the 1st day of September 2007 the above named entities were parties to a contract with the caption as set out above; and

WHEREAS, on the 1st day of September 2008 the above named parties amended said contract to enact the first renewal option of the contract for one additional one-year period; and

WHEREAS, the above named parties now wish to modify and amend said contract for the purpose of revising the project budget to increase the budget amount allowed for payment of DELEGATE AGENCY personnel for the solicitation of donated health care services and prescription assistance for project recipients, and to allow payment for a computer and a desk. The contract maximum of \$300,000.00 will not change.

NOW, THEREFORE, the above parties, in order to revise the budget of the September 1, 2008 amended contract and to confirm the original intent of that amended contract, listed as Attachment A-1 of this amendment, hereby agree, covenant and contract with each other that effective December 2, 2008 the terms of the agreement are hereby reaffirmed and reexecuted for and on behalf of these parties except for the following amendments, modifications, and changes indicated below.

1. Contract, Exhibit C, is hereby amended to increase the budget line item "1195 Delegate Agencies-Payroll" from \$40,000 to \$62,656, to reduce the budget line item "3902 Medical Supplies" from \$260,000 to \$235,744, and to add budget line item "3805 Office Furniture and Equipment" in the amount of \$1,600. The grand total for Exhibit C will remain at \$300,000.

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Community Services Block Grant, Project Access

Central Plains Regional Health Care Foundation, Inc.

Contract Number _____.

Christopher Moeller, M.D., President

Date

CITY OF WICHITA

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Date

City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and City Council

SUBJECT: Water Supply Projects - Program Management Services
Supplemental Agreement

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 3 with R.W. Beck, Inc. for Program Management Services for the Aquifer Storage and Recovery project.

Background: On October 3, 2000, the City Council approved and instructed Staff to begin implementation of the Concept Design Plan for the Integrated Local Water Supply Plan. The Integrated Local Water Supply Plan includes the use of a number of local water supply sources that will be used together to meet the City's water supply needs through the year 2050. On July 10, 2007, the City Council authorized Phase II of the Aquifer Storage and Recovery (ASR) project which is a component of the Integrated Local Water Supply Plan.

A Request for Proposals for Program Management Services was issued July 11, 2007, with two proposals received by Purchasing on August 8, 2007. The Staff Screening and Selection Committee met August 20, 2007, and heard presentations from R.W. Beck and CH2M-Hill. Based on the proposals and presentations, the Committee unanimously recommended the proposal from R.W. Beck. On December 4, 2007, the City Council approved a Contract with R.W. Beck for the ASR Program Management Services through 2008.

Analysis: The most significant component of the Water Supply Plan is the Equus Beds ASR. The project will eventually capture up to 100 million gallons-per-day (MGD) from the Little Arkansas River and recharge it into the Equus Beds Aquifer. Staff estimates that the dewatered component of the aquifer can hold up to 65 billion gallons, or about the same amount of water stored in Cheney Reservoir.

Phase II of the project will capture up to 30 MGD with a surface water intake and treat the water prior to transmitting the water into recharge wells. The treatment plant and intake will be constructed assuming that a total of 60 MGD of direct surface water will ultimately be captured and treated at these facilities with up to 90 MGD possible by the time the project is completed.

Water Utilities does not have the staff resources to properly manage a project of this scope, which is estimated to cost over \$250 million. Staff therefore recommends that the City continue professional management services with the team of R.W. Beck/Professional Engineering Consultants. R.W. Beck and Professional Engineering Consultants have served the City well in this role during 2008. They are familiar with the ASR project and have performed excellent work.

Financial Considerations: The original Contract for Program Management Services was for an amount not to exceed \$1,406,303 through 2008. Supplemental Agreement No. 1 for \$108,000 provided aerial photography of the project area for use by all project design engineers. Supplemental Agreement No. 2

for \$481,590 was to provide surveying of the entire project area. (Note: Supplemental Agreement No. 2 amounted to \$262,000 less than that quoted by the design firm.) Supplemental Agreement No. 3 for continuation of Program Management Services through 2009 totals \$2,964,561. The increase in cost above the 2008 cost can be attributed to the start of construction activities during 2009. Funding is available in CIP W-549, Water Supply Projects.

Goal Impact: This project will ensure efficient infrastructure by providing reliable, compliant and secure utilities, and will help assure that adequate water supplies are available for future customers.

Legal Considerations: The Law Department has approved the Supplemental Agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 3 for Program Management Services

SUPPLEMENTAL AGREEMENT NO. 3
TO THE
AGREEMENT FOR PROGRAM MANAGEMENT SERVICES
BETWEEN
THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"
AND
R. W. BECK, INC. HEREINAFTER CALLED "CONSULTANT"
FOR
PROGRAM MANAGEMENT SERVICES ASSOCIATED WITH INTEGRATED LOCAL
WATER SUPPLY PLAN IMPLEMENTATION

WITNESSETH:

WHEREAS, there now exists a agreement between the two parties covering program management services to be provided by the CONSULTANT in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, Paragraph IV.D. of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROGRAM and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

CONSULTANT shall perform Program Management Services for the calendar year 2009 as described in Exhibit A-09, Scope of Services. The estimated budget for these services is summarized in Exhibit B-09 and is \$2,964,561.

B. PAYMENT PROVISIONS

Payment to the CONSULTANT for the performance of the services described by this supplemental agreement shall be in accordance with Paragraph IV of the original Agreement, and shall not exceed the amount designated in this Supplemental Agreement.

C. PROJECT SCHEDULE

The project schedule for the services included herein shall run from January 1, 2009 through December 31, 2009.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Supplemental Agreement No. 3 as of this _____ day of _____ in the year 2008.

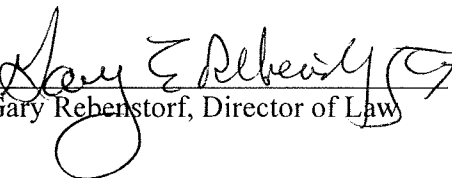
CITY OF WICHITA

By: _____
Carl Brewer, Mayor


ATTEST:

By: _____
Karen Sublett, City Clerk

APPROVED AS TO FORM

By: 
Gary Rebenstorf, Director of Law

R. W. BECK, Inc.

By: 
Title: Executive Vice President

**EXHIBIT A-09
SCOPE OF SERVICES**

**2009 Program Management Services
Integrated Local Water Supply Plan
Wichita Water Utilities**

Preamble

The Integrated Local Water Supply (ILWS) Plan, Recharge Demonstration Project, and Phase 1 of the ASR Project have established criteria and provided guidance for completing the Phase II projects. However, the components and the strategies for completing the Phase II projects are subject to change. Many decisions will be made by Wichita Water Utilities (CITY) in the early stages of the Program that affect the direction and degree of Program Management services needed, including project delivery method and number of design and construction packages. Therefore, the contract between CITY and R.W. Beck (CONSULTANT) for Program Management for Phase II is intended to provide both parties with maximum flexibility and to minimize the occurrence of contract amendments and time delays as a result of minor changes to the scope.

The 2009 Program Management Services is an extension of the Program Management Services provided in 2008 for the ILWS Plan, Phase II. Program Management Services in 2008 included; overseeing the preliminary design of the Phase II program, initiating the procurement process for the design/build of the water treatment plant and the 66-inch pipeline projects, and assisting the CITY with public involvement activities, land acquisition and filing of requisite permits. The 2009 Program Management Services includes new activities, as outlined below, as well as an extension of the 2008 services.

As part of the 2009 Program Management Services, CONSULTANT will be providing Construction Observation services for the water treatment plant and 66-inch pipeline design/build project. Construction Observation generally includes monitoring and reporting on progress and quality of construction activities associated with the design-build contractors to be used by the CITY for the ILWS, Phase II program. A detailed scope of work for the Construction Observation activities is included below (Tasks 30, 31, and 32).

The Program Management services described herein are defined as best as practical to provide a reasonable scope for 2009 services. Program Management activities that are known are explicitly described; whereas, activities that are foreseeable but are currently undefined are described in general terms.

The CONSULTANT will endeavor to assist the CITY in the implementation of the ILWS Plan, Phase II by generally performing the services described herein. The level of effort required to perform any of the activities described herein will vary from activity to

activity and it will be the responsibility of the CONSULTANT to keep the CITY apprised of Program related activities and the level of effort for all Program Management services. There will be no limitations placed on the level of effort for any of the specifically described activities; however the overall level of effort, as defined in Exhibit B, shall not be exceeded without written authorization from the CITY as defined in the Agreement.

Objective:

To provide Program Management Services to the CITY for the implementation of the ILWS Plan, Phase II. The period of performance for the services described in this exhibit is from date of authorization for this Agreement through December 31, 2009.

A. General Items

- 1) This is a 'performance based' work effort.
- 2) During the start-up of this scope of services in 2008, the CONSULTANT and the CITY agreed on the Program Planning Schedule that encompasses all known activities relating to and impacting the delivery of the ILWS Plan, Phase II. A master schedule will be developed as part of the 2009 services.
- 3) Any agreed upon target completion dates on the ILWS Plan, Phase II are predicated on the CITY obtaining the necessary funding and permits.
- 4) If, during the course of this scope of services, the approved master Program schedule shows a forecasted slip, the CONSULTANT agrees to inform the CITY of the forecasted slip by submitting a schedule impact analysis that provides the CITY with a full description of the issues surrounding any forecasted schedule slippage, reason for the change, projected impact to the Program, and a mitigation plan, if necessary.
- 5) If, during the course of this scope of services, the CONSULTANT identifies issues that affect the Program's cost estimate or financial plan it shall inform the CITY of the issue identified by submitting an impact analysis that provides the CITY with a full description of the issue, projected impact to the Program, and a mitigation plan, if necessary.
- 6) The Director of Wichita Water Utilities is the only one authorized to approve any changes to the master Program schedule.
- 7) CONSULTANT is not responsible for work products (e.g. designs, construction, studies, permits, etc...) done by design consultants or other companies contracting directly with the CITY.
- 8) The CONSULTANT is responsible for managing its subconsultants that are performing for the benefit of the ILWS Plan, Phase II.
- 9) The CITY can make changes at any time to the schedule and scope of services. When and if this occurs the CONSULTANT shall advise the CITY if such change has an impact on the target Completion Dates and/or CONSULTANT's ability to meet all of its representations as defined in the Agreement for Consulting Services.
- 10) Upon approval of this Agreement, the CONSULTANT will be authorized to staff the program and perform the work, within the funding and time limits stated herein.

11) Many of the activities included in this scope of services are a continuation of the services initiated in 2008 and therefore are not specifically repeated herein except to note that the services continue into 2009.

Scope of Services

Specific services are divided into the following categories:

Start-up Services

Task 1 – Program Startup (This task is not utilized in 2009)

Program Management Services

Task 2 – Final Designer and Contractor Procurement

Task 3 – Design Administration

Task 4 – Manage Property / Easement Acquisition

Task 5 – Construction Contracting (Has been combined with Task 2)

Task 6 – Program Controls

Task 7 – General Program Management

Task 8 – Public Involvement Support

Task 11 – Surveying

Task 12 - Permitting

Task 30 – General Construction Management

Task 31 – Construction Observation of WTP

Task 32 – Construction Observation 66-inch Pipeline

Task 1 - Program Startup (This Task is not Utilized in 2009)

Task 2 – Final Designer and Contractor Procurement

Objective: Assist the CITY in the procurement of final design firm(s) and contractor(s) for all components of the ILWS Plan, Phase II, including both design-build and design-bid-build procurements.

Activities:

1. Extend activities from original 2008 scope of services for Tasks 2 and 5 through 2009.

Deliverables:

1. Repeat deliverables defined in 2008 through 2009.

Task 3 – Design Administration

Objective: Provide management services to administer preliminary and final design firm contracts and activities.

Activities:

1. Extend activities from original 2008 scope of services through 2009.

Deliverables:

1. Repeat deliverables defined in 2008 through 2009.

Task 4 – Manage Property / Easement Acquisition

Objective: Assist CITY with the acquisition of land, rights-of-way, and/or easements (temporary or permanent) necessary for construction and operation of ILWS Plan, Phase II facilities.

Activities:

1. Extend activities from original 2008 scope of services through 2009.
2. Initiate contact with land owners and present offers for right-of-ways and easements using standard pre-approved documents provided by the CITY.
3. Procure Title Reports as needed through First American Title Company for properties in Sedgwick County and through Regier Title, Inc. for Harvey County.
4. Negotiate price for purchase of rights-of-ways and easements per CITY guidelines.
5. Submit accepted offers or counter-offers to the CITY on forms provided by the CITY with proper documentation.
6. Initiate contact, negotiate and provide access agreements from property owners where required.
7. Present all signed documents to CITY Council for approval and authorization.
8. Manage final land acquisition.

Deliverables:

1. Repeat deliverables defined in 2008 through 2009
2. Identify parcels and obtain title reports
3. Submit signed packaged to CITY Council for approval and authorization

Task 5 – Construction Contracting (This Task has been Combined with Task 2)

Task 6 – Program Controls

Objective: Provide program controls services to monitor and report status on the ILWS Plan, Phase II Program. Activities associated with this task include but are not limited to the following:

Activities:

1. Extend activities from original 2008 scope of services through 2009.

Deliverables:

2. Repeat deliverables defined in 2008 through 2009.

Task 7 – General Program Management

Objective: CONSULTANT will provide Program Management services for the ILWS Plan, Phase II implementation. The CONSULTANT's project manager will have overall responsibility for managing the Program Management Team and in addition will have the responsibility for the following key activities:

Activities:

1. Extend activities from original 2008 scope of services through 2009.
2. Assist CITY with completion of required BOR funding paperwork, quarterly and annual reports.

Deliverables:

1. Repeat deliverables defined in 2008 through 2009.
2. BOR Funding Paperwork
3. BOR Quarterly and Annual Reports

Task 8 – Public Involvement Support

Objective: Provide Program Management services to support the CITY in the management, supervision and control the ILWS Plan, Phase II Public Involvement activities.

Activities:

1. Extend activities from original 2008 scope of services through 2009.

Deliverables:

1. Repeat deliverables defined in 2008 through 2009.

Task 11 – Surveying

Objective: CONSULTANT will provide surveying and mapping services to support design completion and establishment of construction controls for the

ILWS Plan, Phase II. Activities associated with this task include but are not limited to the following:

Activities:

1. Survey and mapping services provided will proceed from the 30% design to either design/build or completion of design/bid/build projects.
2. Additional planimetric mapping as available from the initial February 2008 flight coverage will be ordered as needed and requested by the designers and contractors.
3. Supplemental site surveys will be provided to obtain detailed information as needed and requested by the designers and contractors.
4. Anticipated mapping and survey needed for the Water Treatment Plant project include:
 - a. Property survey
 - b. Site easements
 - c. Site control
 - d. Supplemental data, such as topographical survey to area 36
5. Anticipated mapping and survey needed for the 66" Raw Water Transmission Pipeline include:
 - a. Valve locations
 - b. Spur line connections
 - c. Cross-tie line locations
 - d. Easement tract descriptions
 - e. Tract flagging
 - f. Easement tract drawings
 - g. Construction controls (Contractor will provide construction staking)
 - h. Property pin references
 - i. Flagged utility locations
 - j. Record drawing support
6. Anticipated mapping and survey needed for the river intake and pipelines smaller than 66" include:
 - a. Supplemental topographical data
 - b. Flagged utility locations
 - c. Easement tract descriptions
 - d. Tract flagging
 - e. Easement tract drawings
 - f. Construction controls (Contractors will provide construction staking)
 - g. Property pin references
 - h. PAC site topography
 - i. Roadway and utility crossings topo
 - j. Stream crossings topo
 - k. Record drawing support

7. Anticipated mapping and survey needed for the recharge and recovery wells include:
 - a. Supplemental topographic data
 - b. Construction controls
 - c. Record drawing support
8. Anticipated mapping and survey needed for the power lines include:
 - a. Supplemental topographic data
 - b. Roadway crossings topo
 - c. Stream crossings topo
 - d. Special structures
 - e. Easement tract descriptions
 - f. Tract flagging
 - g. Easement tract drawings
 - h. Construction controls (Contractors will provide construction staking)
 - i. Record drawing support
9. Anticipated mapping and survey needed for the PC/S include:
 - a. Device locations
 - b. Line of sight determinations
 - c. Record drawing support

Deliverables:

1. Additional planimetric mapping as requested
2. Supplemental site surveys and mapping as requested by designers
3. Construction controls
4. Easement tract descriptions and drawings
5. On-site tract flagging
6. Record drawing support

Task 12 – Permitting

Objective: CONSULTANT will provide on-going permitting support for the ILWS Plan, Phase II. Activities associated with this task include but are not limited to the following:

Activities:

1. Identify anticipated permits for each project and determine responsible party for obtaining said permit.
2. Support designers and CITY in obtaining permits.
3. Develop and maintain a permit tracking database.
4. Notify appropriate agencies of project and evaluate need for other environmental permits not already identified.
5. Prepare well permit applications to DWR for the six new recharge and recovery wells along 72nd Street and Spring Lake Road.

6. Support BOR with Environmental Impact Statement and acquiring the Record of Decision.
7. Assist the CITY with meeting County Zoning requirements for new improvements.
8. Assist the CITY with U.S. Army Corps of Engineers 404 Permit.
9. Assist the CITY with County road right-of-way use permits and road crossing permits.

Deliverables:

1. Permit tracking database
2. Well permit applications for submittal to DWR
3. Permit application documents for zoning, U.S. Army Corps of Engineers 404 Permit, road right-of-way and road crossings.

Task 30 – General Construction Administration

CONSULTANT's role as Construction Administrator will require that the CONSULTANT establish and maintain, on the CITY's behalf, a working relationship with the contractors, designers and City's personnel. The CITY has retained one or more designers whose services, duties and responsibilities shall be described in a written agreement between the CITY and designer for design and construction management services. The CITY shall, in its agreement with the designer, require that the designer perform its services in cooperation with the CONSULTANT in its role as Program Manager, consistent with this Agreement and in accordance with the planning, scheduling and budgetary requirements of the project as determined by the CITY. The designers are solely responsible for the Project's design and shall perform in accordance with the agreements between the designers and the CITY. Construction Management services shall be compatible with the services provided by the designers under the agreements between the CITY and designers. The Contractors shall be solely responsible for construction means, methods, techniques, sequences and procedures used in constructing the Project, for the safety of their personnel, property, and their operations, and for performing in accordance with the contracts between the CITY and contractors.

Objective: CONSULTANT will provide Overall Program Construction Administration over-site and direction for the ILWS Plan, Phase II implementation. The CONSULTANT will have overall responsibility for managing the Construction Management Team, which will be comprised of personnel from the various design consultants working on the Program, and in addition will have the responsibility for the following key activities:

Activities:

1. Coordinate construction activities with the CITY and provide overall construction program direction.

2. Prepare Construction Management Manual and update pertinent sections as needed throughout Construction.
3. Configure ASR Program Central SharePoint site to manage construction documents.
4. Oversee and manage activities of all construction management personnel assigned to the ILWSP Plan, Phase II program.
5. Assist with overall Construction coordination, these activities will include:
 - a. Consult with CITY during the Design/Build phase, including selection, contracting, and construction processes.
 - b. Through observations of construction in progress and field checks of materials and equipment CONSULTANT shall provide further protection for CITY against defects and deficiencies in the construction of Design/Builder. However, CONSULTANT shall not supervise, direct, or have control over the Construction.
 - c. Assist in the selection and management of a qualified testing laboratory.
 - d. Participate in initial conference between CITY and Design/Builder prior to commencement of construction.
 - e. Review submittals and advise CITY as to their acceptability in accordance with the contract documents.
 - f. Make revisions to construction documents occasioned by the acceptance of substitute materials or equipment items.
 - g. Make visits to the site(s) at intervals appropriate to the various stages of construction. During said site visits CONSULTANT shall not supervise, direct or have control over Design/Builder's work.
 - h. CONSULTANT shall have authority to recommend to CITY that Design/Builder's work be disapproved and rejected while it is in progress, if work will not produce a completed Project that conforms generally to the Contract Document.
 - i. Assist in issuing necessary clarifications and interpretations of the Contract Documents and Field Orders as appropriate to the orderly completion of the Work.
 - j. Recommend and assist in preparation of Change Orders and Work Change Directives to CITY as appropriate.
 - k. Provide services in connection with Work Change Directives and Change Orders to reflect changes requested by CITY.
 - l. Advise CITY on claims between CITY and Design/Builder relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents
 - m. Determine and recommend the amounts that Design/Builder be paid.
 - n. Review documents, submittals, schedules and other data to determine if in accordance with Contract Documents.

- o. After notice from CITY that Design/Builder considers the **entire** Work ready for its intended use, in company with CITY and Design/Builder, conduct an inspection to determine if the Work is substantially complete.
- p. Conduct a final inspection to evaluate the acceptability of the completed Work and advise CITY if the Work is ready for final payment.

Deliverables:

- 1. Construction Management Manual

Task 31 – Construction Observation of WTP

Objective: CONSULTANT will provide construction observation services to provide construction oversight of the Water Treatment Plant design/build project. The CONSULTANT's will have the responsibility for the following key activities:

Activities:

- 1. Consult with the Construction Administration Manager during the Design/Build phase.
- 2. CONSULTANT shall furnish a construction observer to observe the progress and quality of the construction of Design/Builder.
- 3. The Construction Observer will act as directed by and under the supervision of the Construction Administration Manager. The Construction Observer will have the following duties and responsibilities:
 - a. Review the progress schedule, schedule of Submittals, schedule of values, and cash flow curves prepared by Design/Builder and consult with Construction Administration Manager concerning acceptability.
 - b. Attend meetings with Design/Builder, such as initial conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes.
 - c. Serve as liaison with Design/Builder and CITY at the Site, working principally through Design/Builders superintendent.
 - d. Assist in obtaining from CITY additional details or information when required for proper execution of the construction.
 - e. Record date of receipt of Submittals if they are to be received at the Site, and notify CITY of received Submittals availability for examination.
 - f. Advise CITY and Design/Builder of the commencement of construction requiring a Submittal.
 - g. Conduct on-site observations of the construction in progress to assist in determining the construction is in general proceeding in accordance with the Contract Documents.

- h. Report to Construction Administration Manager whenever the Construction Observer believes that any construction will not produce a completed project that conforms generally to the Contract Documents, and advise of Construction that should be corrected or rejected or should be uncovered for observation, requires special testing, inspection or approval.
- i. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel.
- j. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to Construction Administration Manager.
- k. Report to Construction Administration Manager when clarifications and interpretations of the Contract Documents are needed and transmit to Design/Builder clarifications and interpretations as issued by CITY.
- l. Consider and evaluate Design/Builder's suggestions for modifications in Drawings or Specifications and report recommendations to Construction Administration Manager.
- m. Maintain orderly files at the site.
- n. Prepare a daily report or keep a diary or log book and send copies to Construction Administration Manager.
- o. Record names, addresses, and telephone numbers of Design/Builder, subcontractors, and major suppliers of material and equipment as provided by Design/Builder.
- p. Maintain records for use in preparing Project documentation.
- q. Upon completion of Design/Build phase, furnish original set of project documentation to Construction Administration Manager.
- r. Furnish to Construction Administration Manager periodic reports as required of progress of the construction and of Design/Builder's compliance with the progress schedule of Submittals.
- s. Furnish to Construction Administration Manager copies of all tests, inspections or system start up reports from Design/Builder of important phases of the construction.
- t. Assist Construction Administration Manager in drafting proposed Change Orders and Work Change Directives and obtain backup material from Design/Builder.
- u. Report immediately to Construction Administration Manager the occurrence of any known accidents on or adjacent to the site, and hazardous environmental conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
- v. Review applications for payment with Design/Builder for compliance with the established procedure.

- w. Verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished are in accordance with Contract Documents.
- x. Before CITY issues a Certificate of Substantial Completion, submit to Design/Builder a list of observed items requiring completion or correction.
- y. Observe whether Design/Builder has performed inspections as required by applicable laws, rules and ordinances.
- z. Participate in final inspection and prepare a final list of items to be completed or corrected.
- aa. Observe whether all items on final list have been completed or corrected and make recommendations to Construction Administration Manager concerning acceptance and issuance of the Notice of Acceptability of the construction.

Deliverables:

- 1. Meeting minutes
- 2. Daily reports and/or logs
- 3. Provide Project documentation
- 4. Progress Reports

Task 32 – Construction Observation 66-inch Pipeline

Objective: CONSULTANT will provide construction observation services to provide construction oversight of the 66-inch Pipeline design/build project. The CONSULTANT will have the responsibility for the following key activities:

Activities:

- 1. Consult with the Construction Administration Manager during the Design/Build phase.
- 2. CONSULTANT shall furnish a construction observer to observe the progress and quality of the construction of Design/Builder.
- 3. The Construction Observer will act as directed by and under the supervision of the Construction Administration Manager. The Construction Observer will have the following duties and responsibilities:
 - a. Review the progress schedule, schedule of Submittals, schedule of values, and cash flow curves prepared by Design/Builder and consult with Construction Administration Manager concerning acceptability.
 - b. Attend meetings with Design/Builder, such as initial conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes.
 - c. Serve as liaison with Design/Builder and CITY at the Site, working principally through Design/Builders superintendent.

- d. Assist in obtaining from CITY additional details or information when required for proper execution of the construction.
- e. Record date of receipt of Submittals if they are to be received at the Site, and notify CITY of received Submittals availability for examination.
- f. Advise CITY and Design/Builder of the commencement of construction requiring a Submittal.
- g. Conduct on-site observations of the construction in progress to assist in determining the construction is in general proceeding in accordance with the Contract Documents.
- h. Report to Construction Administration Manager whenever the Construction Observer believes that any construction will not produce a completed project that conforms generally to the Contract Documents, and advise of Construction that should be corrected or rejected or should be uncovered for observation, requires special testing, inspection or approval.
- i. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel.
- j. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to Construction Administration Manager.
- k. Report to Construction Administration Manager when clarifications and interpretations of the Contract Documents are needed and transmit to Design/Builder clarifications and interpretations as issued by CITY.
- l. Consider and evaluate Design/Builder's suggestions for modifications in Drawings or Specifications and report recommendations to Construction Administration Manager.
- m. Maintain orderly files at the site.
- n. Prepare a daily report or keep a diary or log book and send copies to Construction Administration Manager.
- o. Record names, addresses, and telephone numbers of Design/Builder, subcontractors, and major suppliers of material and equipment as provided by Design/Builder.
- p. Maintain records for use in preparing Project documentation.
- q. Upon completion of Design/Build phase, furnish original set of project documentation to Construction Administration Manager.
- r. Furnish to Construction Administration Manager periodic reports as required of progress of the construction and of Design/Builder's compliance with the progress schedule of Submittals.
- s. Furnish to Construction Administration Manager copies of all tests, inspections or system start up reports from Design/Builder of important phases of the construction.

- t. Assist Construction Administration Manager in drafting proposed Change Orders and Work Change Directives and obtain backup material from Design/Builder.
- u. Report immediately to Construction Administration Manager the occurrence of any known accidents on or adjacent to the site, and hazardous environmental conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
- v. Review applications for payment with Design/Builder for compliance with the established procedure.
- w. Verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished are in accordance with Contract Documents.
- x. Before CITY issues a Certificate of Substantial Completion, submit to Design/Builder a list of observed items requiring completion or correction.
- y. Observe whether Design/Builder has performed inspections as required by applicable laws, rules and ordinances.
- z. Participate in final inspection and prepare a final list of items to be completed or corrected.
- aa. Observe whether all items on final list have been completed or corrected and make recommendations to Construction Administration Manager concerning acceptance and issuance of the Notice of Acceptability of the construction.

Deliverables:

- 1. Meeting minutes
- 2. Daily reports and/or logs
- 3. Provide Project documentation
- 4. Progress Reports

City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Right Turn Only Lane for Southbound Woodlawn at Kellogg (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve design funding and Supplemental Agreement.

Background: On June 10, 1997, the City entered into an Agreement with Cook, Flatt & Stroebel, Engineers (CF&S) to begin preliminary design for East Kellogg, from Edgemoor to 127th Street East. On January 11, 2000, the City entered into an agreement with CF&S to prepare construction plans for the Kellogg and Woodlawn Interchange.

Analysis: Current traffic patterns through the interchange indicate that an additional turn lane is needed for southbound traffic on Woodlawn turning right onto Kellogg. A supplemental agreement with CF&S to design the project has been prepared. The project will be returned to the City Council at a future date for approval of construction funding.

Financial Considerations: Payment to CF&S will be on a cost plus fixed fee basis in an amount not to exceed \$35,000.00. The funding source is the Local Sales Tax.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by providing engineering services needed to provide a safe and efficient transportation system. It addresses the Economic and Affordable Living goal by providing a public improvement which reduces the cost of transportation. It also improves the air quality of the region whereby the goal of a Safe and Secure Community is met by improving environmental health.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve design funding, Supplemental Agreement No. 9 and authorize the necessary signatures.

Attachment: Supplemental Agreement.

SUPPLEMENTAL AGREEMENT NO. 9

to the

AGREEMENT FOR ENGINEERING SERVICES DATED JUNE 10, 1997

between

THE CITY OF WICHITA, KANSAS

Party of the First Part, hereinafter called the

“CITY”

and

COOK, FLATT & STROBEL, ENGINEERS, P.A.

Party of the Second Part, hereinafter called the

“ENGINEER”

WITNESSETH:

WHEREAS, the CITY desires to proceed with the construction of the portion of the PROJECT from east of Rock Road to KTA Interchange (i.e. North Frontage Road at Zelta) hereinafter called the ADDITIONAL SERVICES Adding Right Turn Only Lane to Southbound Woodlawn at Kellogg – PART VI, and

WHEREAS, THE City desires to modify the original agreement dated June 10, 1997 to include Design engineering, and provide coordination with landowners.

WHEREAS, there now exists a contract between the two parties covering Engineering Services to be provided by the ENGINEER for the improvement of East Kellogg (US 54) from Sylvan Lane to and including K-96 Interchange.

WHEREAS, paragraph IV.B of the existing contract provides that the CITY may contract for additional work on the basis of a duly entered into Supplemental Agreement.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. ARTICLE, Scope of Services – revise to read:

“.... to perform the PROJECT and supplemental services identified in Attachment 1A including:

ADDITIONAL SERVICES – ADDING RIGHT TURN ONLY LANE TO SOUTHBOUND WOODLAWN AT KELLOGG – PART IV – EXHIBIT B

2. ARTICLE IV, Payment Provisions – add to and revise paragraph A:

Payment to the ENGINEER for the performance of the professional services required for ADDITIONAL SERVICES ADDING RIGHT TURN ONLY LANE TO SOUTHBOUND WOODLAWN AT KELLOGG – PART VI shall be based upon the ENGINEER’S actual costs and may be less than the estimated amount. Payment shall be full compensation for salary costs, expenses, overhead (overhead to be applied to straight-time salary cost only with premium over-time reimbursed at cost), profit subcontracting and all other costs required in performing the work described herein. Overhead includes fringe benefits. The test of the allow ability to be applied for this agreement shall be based on the provisions of the agreement and on the reasonableness of allocation of costs under generally accepted account principles and practices. Overhead costs shall be computed by multiplying an Overhead Factor with actual salaries or wages paid to personnel assigned to the PROJECT. The Overhead Factor shall be 155.0 percent for the work required by this agreement.

Total payment to the ENGINEER for preparation of the work associated with ADDITIONAL SERVICES ADDING RIGHT TURN ONLY LANE TO SOUTHBOUND WOODLAWN AT KELLOGG – PART VI shall include the actual costs accruing in the performance of the professional services as outlined in this agreement which are estimated to amount to \$25,094.28 plus a fixed fee for profit of \$2,711.37 so that the total payments shall not exceed the sum of \$27,805.65 and shall generally be in accordance with the estimate provided in AT-

TACHMENT 1A. Further, it is understood that the payments set forth in the original Agreement and Supplemental Agreement “total not to exceed” costs will be \$13,131,152.20.

3. Except as otherwise noted herein, all terms and conditions set forth in the original Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2008.

CITY OF WICHITA

By:_____

SEAL:

ATTEST:

City Clerk

Approved as to From

Cook, Flatt & Strobel, Engineers, P.A.

By:_____
Robert S. Chambers, Vice President

ATTEST:

**City of Wichita
City Council Meeting
December 2, 2008**

TO: Mayor and City Council Members

SUBJECT: Change Order: Sanitary Sewer Main to serve Edgewater Addition (south of 45th St. North, west of Hoover) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On August 8, 2008, the City Council approved a contract with Wildcat Construction Co. to construct a sanitary sewer main in an area south of 45th St. North, west of Hoover. A part of the work is to cross under K-96 Highway. The Kansas Department of Transportation has required that the pipe be encased in steel through the highway right-of-way. In addition, two additional gates are needed to restrict access to a lift station and the adjacent Brooks Landfill.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$24,307 with the total paid by the Sanitary Sewer Utility. The original contract amount is \$1,866,071. This Change Order represents 1.30% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by extending a sanitary sewer main required for new development in northwest Wichita.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order



To: Wildcat Construction
Change Order No.: 1
Purchase Order No.: 800930
CHARGE TO OCA No.: 744262

Project: Main 24, SWIS-Edgewater
Project No.: 468-84364
OCA No.: 744262
PPN: 480951

Please perform the following extra work at a cost not to exceed \$24,307.00

Two additional gates are needed to provide adequate security to the lift station and surrounding area. Original plans did not call for steel casing to span from R/W to R/W under K-96. In order to meet KDOT's specifications, additional steel casing – bored & jacked is required. See attached for details.

CIP Budget Amount: \$2,200,000.00

Original Contract Amt.: \$1,866,071.00

Consultant: Baughman

Current CO Amt.: \$24,307.00

Total Exp. & Encum. To Date: \$1,950,338.34

Amt. of Previous CO's: \$0.00

CO Amount: \$24,307.00

Total of All CO's: \$24,307.00

Unencum. Bal. After CO: \$216,354.66

% of Orig. Contract / 25% Max.: 1.30%

Adjusted Contract Amt.: \$1,890,378.00

Recommended By:

Approved:

Lawrence Schaller, P.E.
Construction Engineer

Date

Jim Armour, P.E.
City Engineer

Date

Approved:

Approved:

Contractor

Date

Chris Carrier, P.E.
Director of Public Works

Date

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf
Director of Law

Date

Carl Brewer
Mayor

Date

Attest:_____

City Clerk

CITY OF WICHITA
City Council Meeting
December 2, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 4331 South Meridian; 47th Street – 31st Street Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On July 1, 2008, the City Council approved the improvement of Meridian Street between 47th St. South and 31st St. South. Meridian will be widened from two-lanes to five-lanes with a center two-way turn lane. Curb to gutter will be constructed. Traffic signals will be upgraded where they currently exist with new traffic signals will be installed at the I-235 access ramps. Partial acquisitions from 18 parcels along the corridor are necessary. These parcels consist of vacant land, single-family residences and commercial buildings.

Analysis: This particular acquisition is a 20-foot wide strip of land along the west side of Meridian. The property is zoned residential and the improvements are not impacted by the project. The owner has agreed to convey the necessary 2,000 square foot acquisition of land for the appraised value of \$1,000, or \$0.50 per square foot.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$1,350 is requested. This includes \$1,000 for the acquisition and \$350 for closing costs and title insurance.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial and real estate purchase agreement.

EXHIBIT

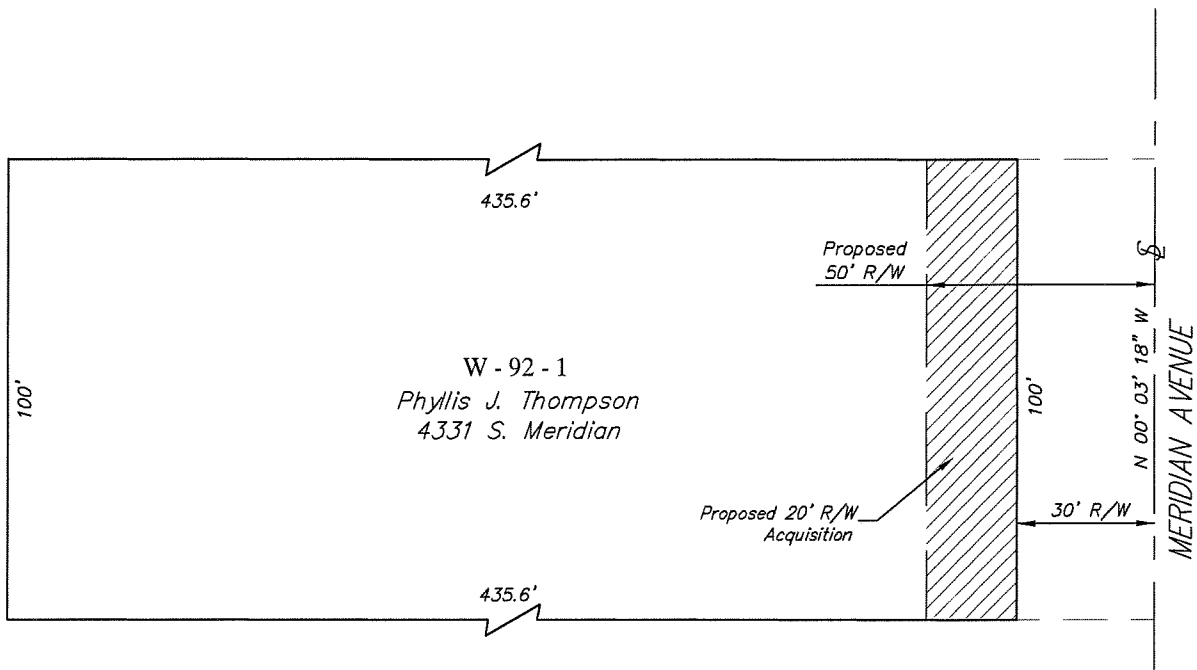
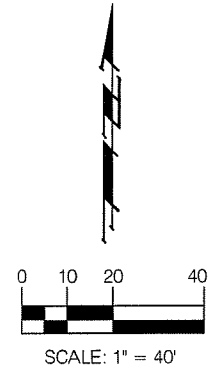
LEGAL DESCRIPTION:

A Proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:

The West 20.00 feet of the East 50.00 feet of the following described tract of land:

The South 100 feet of the East 435.6 feet of the North 10 Acres of the South half of the SE quarter of the NE quarter of Section 13, Township 28 S, Range 1 West of the 6th P.M., Sedgwick County, Kansas.

Containing 2,000.0 Sq. Ft., more or less.



DATE: 5/22/08

Project Number 05-10-E396

F: eng/47th South/Exhibits/Thompson.dwg



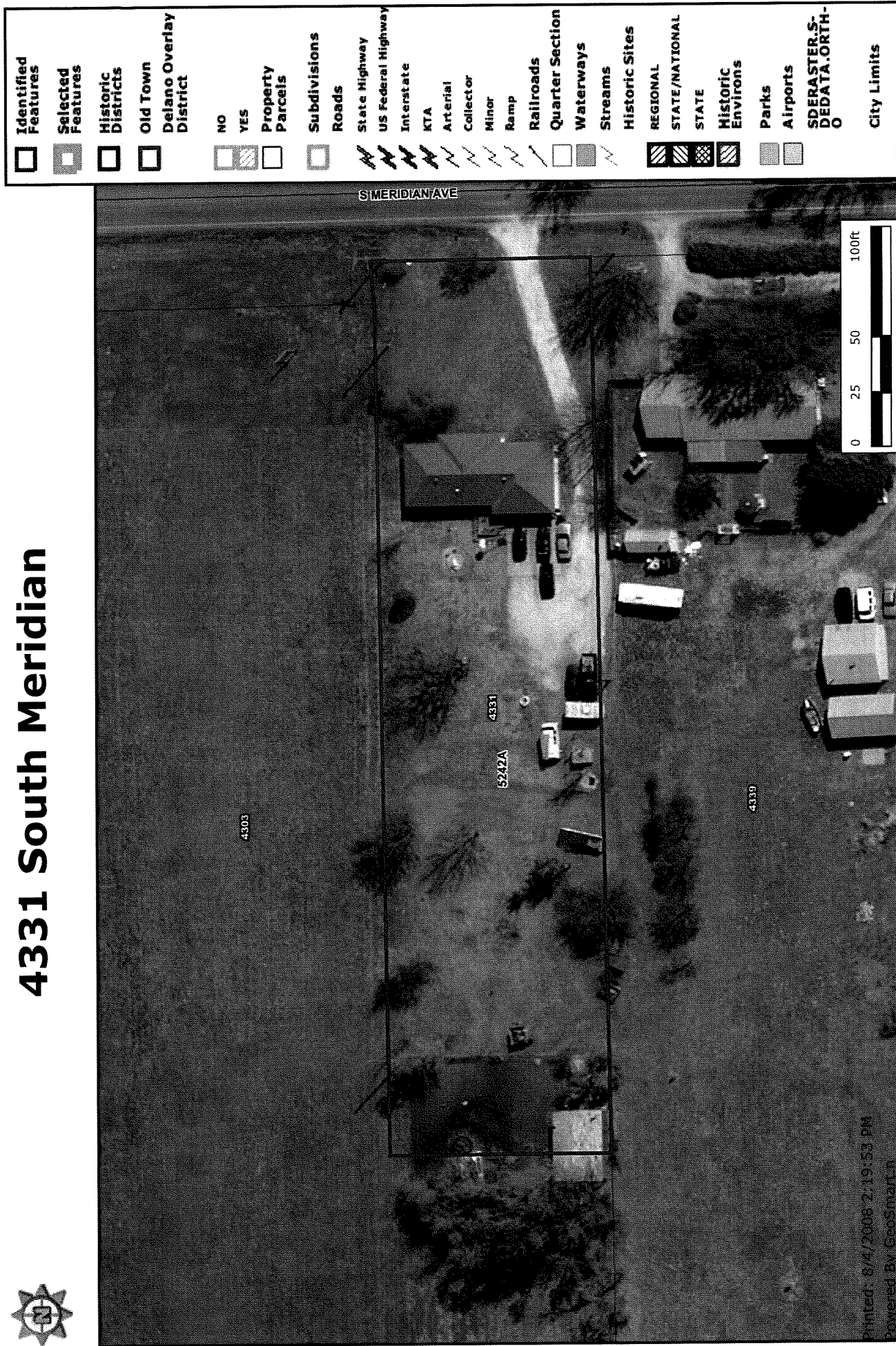
Baughman Company, P.A.

315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149

ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE



4331 South Meridian



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Powered By GeoSmart



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 12th day of November, 2008 by and between Phyllis J. Thompson, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by permanent easement for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

A proposed 20 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, described as follows:

The West 20 feet of the East 50 feet of the following described tract of land:

The South 100 feet of the East 435.6 feet of the North 10 Acres of the South half of the SE Quarter of the NE Quarter of Section 13, Township 28 S, Range 1 West of the 6th P.M., Sedgwick County, Kansas.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to the Buyer the above described tract and any damages including but not limited to landscaping, the sum of One Thousand Dollars and No/100 (\$1,000.00) in the manner following, to-wit: cash up receipt of fully executed easement.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title. Buyer hereby agrees to obtain said title information at its expense.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract and that this transaction shall be consummated on or before October 31, 2008.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon except for personal property and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted. Personal property shall be removed within thirty (30) days after closing.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
December 2, 2008

TO: Mayor and City Council Members

SUBJECT: Acquisition of 1349 North Minnesota for the Road Improvement Project of East 13th Street (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: Plans are being developed to improve 13th Street North from Hydraulic to Oliver. The improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. Due to the proposed realignment, the project requires a strip of land from the property located at 1349 N. Minnesota. The new proposed right-of-way line does get into the residential improvements at the subject property thus requiring a complete acquisition.

Analysis: The property 1349 North Minnesota was available for sale on the open market. The property is improved with a single-family residence consisting of 1,157 square foot, 1-story home on a 7,000 square foot lot. The owner has agreed to sell the property for the county appraised value of \$35,500, or \$30.25 per square foot. The improvements will be razed and upon completion of the project, the remnant can be made available as surplus. No relocation will be necessary.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$51,500 is requested. This includes \$35,500 for the acquisition, \$15,000 for demolition, and \$1,000 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving the traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement and an aerial map.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 13 day of November, 2008 by and between Community National Bank, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

East half of Lots 114-115-116-117, Rosenthal's 2nd Addition to the City of Wichita, Sedgwick County, Kansas.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer, the above described tract the sum of Thirty-Five Thousand Five Hundred Dollars (\$35,500) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 15, 2008.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the

Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

10. The parties covenant and agree that, except for the closing costs and title insurance referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services, including but not limited to survey, platting and environmental site assessments relating to the execution and performance of this Contract incurred by such party.

11. NOTICE OF REPRESENTATION: Pursuant to the Kansas Real Estate Brokers' and Salespersons' License Act, The Buyer and Seller have been notified of the following: Lonny Ray McCurdy/McCurdy Auction, LLC is acting in the capacity of the agent for the Seller. Buyer and Seller represent and warrant that there are no claims for broker, finder or leasing fees and or commissions in connection with the execution of this Agreement, except as listed above. The Broker listed above will be paid by Seller, at closing, the commission of six percent (6%) of the gross sales price. Each of the parties agree to indemnify the other against all liabilities, costs, etc. arising out from any such claim (including reasonable attorney's fees and all court costs).

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



Colin P. Rowell, President

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address 1349 N. Minnesota, Wichita, KS.

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (please complete both a and b below)

(a) Presence of lead-based paint and/or lead-based paint hazards (initial one):

X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing; or
_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(b) Records and Reports available to the Seller (initial one):

X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing; or
_____ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing. (list documents below):

BUYER'S ACKNOWLEDGMENT (please complete c, d, and e below)

_____ (c) Buyer has received copies of all information listed above, (initial)

_____ (d) Buyer has received the pamphlet *Protect Your Family from Lead Paint in Your Home*. (initial)

(e) Buyer has (initial one):

_____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
_____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S LICENSEE'S ACKNOWLEDGMENT (initial below)

MM (i) Agent/Licensee has informed the Seller of the Seller's obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

[Signature]
Seller

10/14/12
Date

[Signature]
Buyer

Date

[Signature]
Seller

10/14/12
Date

[Signature]
Buyer

Date

[Signature]
Agent/Licensee

10/14/12
Date

[Signature]
Agent/Licensee

Date



CITY OF WICHITA
City Council Meeting
December 2, 2008

TO: Mayor and City Council Members

SUBJECT: Acquisition of Sanitary Sewer Easement for the Main 5 Sewer Sanitary Lateral Line at 5217 West 13th Street North (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On July 12, 2005, the City Council approved the construction and extension of a sanitary sewer lateral line to provide service to a developed area in northwest Wichita. Due to the realignment of the proposed sewer line, it became necessary to acquire an easement across the property located at 5217 West 13th Street North.

Analysis: The owner has accepted an offer of \$5,276, or \$1.59 per square foot for the easement and damages to the property.

Financial Considerations: The funding source for the project is Special Assessments. A budget of \$6,000 is requested. This includes \$5,000 for the acquisition and \$724 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Map and real estate purchase agreement.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 19th day of November, 2008 by and between Laura Street Housing Ventures I, LLC, a Kansas limited liability corporation, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a permanent easement for the construction and maintenance of sanitary sewer in, upon under the following described tracts, to wit:

The south 20 feet of the north 230 feet of the west half of Lot 5, R.A Morris Tracts, Sedgwick County, Kansas

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described easement, any and all damages and or claims, the sum of Five Thousand Two Hundred Seventy-Six Dollars and No Cents (\$5,276.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 12, 2008.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the

Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

10. ^{Buyer H/L} Grantee agrees to replace or repair, at its own expense, any damages caused by the construction installation, maintenance, operation, repair, removal, of ^{Grantee's} improvements, components, systems, etc. within the above referenced easement. ^{Buyer's H/L}

WITNESS OUR HANDS AND SEALS the day and year first above written.

LAURA STREET HOUSING VENTURES I, LLC:



Mark Lazzo, President

11-19-08

BUYER:

By Direction of the City Council

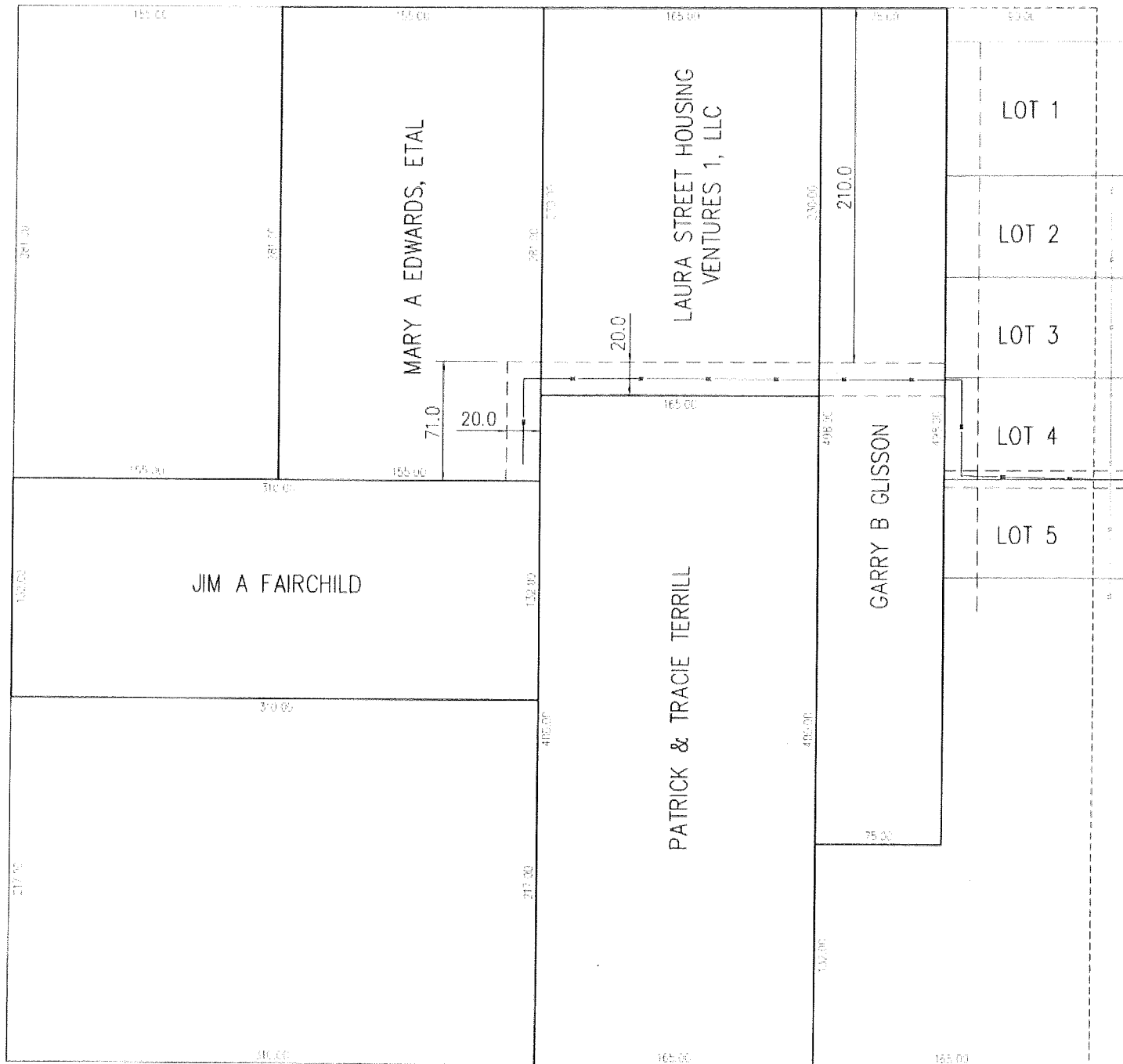
ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law



5217 W 13th St N



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and Members of the City Council

SUBJECT: 2009 Insurance Program

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Receive, file and ratify the report and approve the contract amendment.

Background: Annually the City places a number of insurance policies to provide coverage for risks to the City of Wichita, its assets and employees. These policies include property, data processing, boiler/machinery, burglary/theft, employee dishonesty, excess workers compensation liability, airport general liability, underground fuel storage, helicopter hull and helicopter general liability, fine arts, travel insurance and Wichita Public Building Commission (PBC). In addition, to administer the Risk Management program, various services are contracted including outside appraisal services, software support, medical bill review, and nurse case management for workers compensation, vehicle rental services for private claimants, and several medical service providers for workers compensation.

Analysis: To protect City assets, reduce the risk exposure and administer the Risk Management program, the City has placed the following insurance coverage and maintains the following contracts. The cost of these insurance policies is included in the Comprehensive Annual Financial Report. The 2009 insurance program is as follows:

Purchased Insurance

Property Insurance - All City owned buildings (approximately 250) and contents are covered against named perils. The total insurance value is in excess of \$639 million and is placed with Travelers Indemnity Insurance Company. The premium is \$567,713 annually with a \$1 million dollar deductible per occurrence for wind and hail only. All other policy deductibles are \$100,000 or less. The Travelers Property and Casualty Company of America quote is the lowest quote for this coverage and represent an 8.63% increase over the current premium. The increase in premium was due to a 9% increase in property values and properties acquired during the policy period. The cost per \$1,000 decreased by .5%. The City maintains a separate policy for property, liability and boiler insurance on behalf of the Public Building Commission on the State Office Building. Property coverage limits are \$37.1 million, with an additional \$4 million in business interruption insurance. In addition, the Public Building Commission policy also includes general liability coverage of \$2 million. These coverages are placed with Travelers Insurance Company with premiums totaling \$48,820, a 9.45% reduction in premium cost for 2009.

Workers Compensation Insurance (Excess Coverage) - The City self-insures exposure to Worker's Compensation costs, as permitted under KSA 44-505(f). However, the City does purchase excess worker's compensation coverage (as required for self-insured's by KAR 51-14-4) with retention of \$750,000 per occurrence. The annual premium increased from \$163,965 to \$180,915 due to an increase in chargeable annual City payroll. The rates stayed the same. This insurance is placed with Safety National Casualty Insurance Company.

Crime (Burglary/Theft) Policy - This policy covers losses due to employee theft, due to other theft or robbery, due to forgery of documents, due to computer fraud (fraudulent transfers of funds) and due to acceptance of counterfeit currency or money orders. Depending on the type of loss, policy limits range from \$500,000 to \$1 million. The premium cost is \$10,498 for one year and the policy is placed with Hartford Fire Insurance Company. Premium rates increased from \$8,162 in 2008 to \$10,498 in 2009 because of the current market uncertainty/volatility and the last rate review completed three years ago. The City changed its entire cash handling procedures during 2008 from using temporary employees to using armed car courier services to provide greater security for cash handling.

Travel Accident Insurance - This policy provides insurance against the loss of life or limb of City employees and elected officials while traveling outside of the City, but within the United States. Class I employees (City Manager and City Council) are covered for travel anywhere in the world. Class II employees (all other City employees) are covered for bona fide business travel anywhere in the world while on official City business. The aggregate policy limit is \$500,000, with the loss per individual limited to \$100,000. If more than 5 individuals were subject to the aggregate limit, *the policy limit would be split proportionately among the claimants*. The premium cost is \$1,700 annually. The premium for the 2009 policy remains the same as 2008—no increase. The policy is placed with Zurich American Insurance Company. As an enhancement to Travel Insurance, a new Foreign Package has been written to cover travel outside of the U.S.A. This policy, written through ACE American Insurance Company, provides for coverage to include \$1 million general and automobile liability limits, \$1 million for repatriation, \$250,000 limits for accidental death and dismemberment, \$5,000 limits for employee dishonesty and money & securities, and \$50,000 for kidnap and extortion. For 2009, the City is adding new coverage of \$50,000 AD&D and \$25,000 for disability/medical coverage for Spouses traveling with City Council members or City employees outside of the United States. The cost of the additional coverage for Spouses is \$250 annually. The 2009 premium for this policy is \$2,250, a \$125 dollar increase over the 2008 premium.

Helicopter Liability - The City maintains liability and hull insurance on the MD 500E helicopter operated by the Police Department. Liability insurance of \$1,000,000 per occurrence is included, as well as \$12,000 in medical payments per occurrence. The helicopter hull is insured for \$1.2 million, with deductibles of \$1,000 while not in motion and \$30,000 when in motion. The cost of insurance for the helicopter hull has decreased; the cost of liability coverage from 2008 is flat with no increase. The largest increase is cost of coverage for the helicopters' equipment including a Forward Looking Infra-Red system (FLIR). The helicopter insurance premium is \$48,800 annually and the policy is placed with Phoenix Aviation.

Art Collection - The Wichita Art Museum maintains coverage on the fine arts collections. This policy provides \$75 million in coverage for art within the Museum, as well as \$25 million for art in transit or at other locations. The coverage amount is less than the total estimated \$162,665,642 million appraised value of the collection. However, the insurance coverage is based on a "Probable Maximum Loss" study performed by Huntington Block Insurance for fire and tornadoes that may affect the Wichita Art Museum. The study is based on the fact that not more than 2/3 of the art collection (or less) is actually displayed at any given time. The rest of the art collection is stored in a hardened vault and is protected from loss. Huntington Block performed an on-site review of the Wichita Art Museum in 2008 to re-verify insurance coverage levels. Huntington Block's review indicates that \$75 million dollars in coverage is adequate and appropriate. The City increased the aggregate coverage of the artwork by \$5 million dollars in 2008 resulting in a \$2,000 premium increase for a total of \$30,000.

The policy is placed with 50% - 50% with ACE American Insurance Company and AXA Art Insurance Corp. The 2009 premium is flat with no increase over the 2008 premium.

Airport General Liability - The Airport maintains \$100 million in general liability insurance coverage with a \$1,000 deductible per occurrence. The policy is written through AIG Aviation with an annual premium of \$62,716, a 4% reduction over the 2008 premium of \$65,016.

Airport Underground Storage Tanks - The Airport maintains *environmental* liability insurance on 24 underground storage tanks at the airport. Liability limits are \$1 million per incident. The annual premium is \$3,754 and placed through Great American Alliance Insurance company. This insurance protects against environmental loss only. In the event of an accidental property loss, coverage would be afforded through the City's Property and Casualty insurance policy. There is no increase in the 2009 premium.

Federal Excess Liability - The City purchased a Federal Excess Liability insurance policy in June of 2007. This coverage does not cover the misuse of federal funds. The coverage applies to Federal lawsuits where the Kansas Tort Claims Act does not protect the City of Wichita. This coverage is often maintained in cities similar in size to Wichita to serve as a backstop for significantly high cost liability exposures. Some of these exposures include, but are not limited to: civil rights violations, discrimination and other federal actions. Coverage consists of a \$10 million limit and \$2,000,000 retention. This policy is written by AIG and the annual premium is \$205,989. For 2009, the policy will include coverage for City vehicles when traveling outside the State of Kansas. The 2009 premium would increase to \$251,920, a 22% increase, but all City vehicles traveling out of the State will now have auto insurance coverage.

Self Insured Risks

The City self-insures for general liability using a Tort Fund administered by the Department of Law. Funding for the Tort Fund is provided through the general fund and water and sewer funds. Automobile liability is self-insured by the City, as is workers compensation (other than the excess coverage noted above).

Contracts

The City currently utilizes Via Christi/Riverside to provide comprehensive pre-employment physicals and AMS Laboratory for drug tests on all potential employees. PRISM Occupational Health Network provides primary medical treatment for employees injured on the job. Corvel services are used for workers compensation claims that require nurse case management and to re-price billings when utilization is through the providers' network. The nurse management contract is based on an hourly rate basis.

For re-pricing Workers Compensation medical bills, the City pays Corvel 25% of the savings plus \$1.25 per line fee.

Heartland MRI is used for all imaging services required for diagnosis of work related injuries. The negotiated fee for these services is from \$436 to \$530 per MRI, including the read. This reflects an approximate 50% savings over the State of Kansas mandated fee schedule for these services. Other MRI vendors may be used, but only if dictated by medical necessity. All required physical therapy for work related injuries is provided by TheraCare on a negotiated fee structure of 75% of the state mandated fee schedule. Competitive Request for Proposals (RFP) was issued for these services in 2008 for services to be provided in 2009.

Auto Damage Appraisers of Kansas provides damage estimates on private claimant's cars and vehicle and salvage valuations on all total losses. The City has also negotiated a rate of \$26.00 per day with Enterprise Rent-A-Car when the City is required to provide substitute transportation while a private claimant's vehicle is being repaired.

The self-insured worker's compensation and automobile physical damage programs utilize Risk Master World software to log claims, initiate payments and prepare reports. The annual support software fee to CSC Financial Services Group is \$17,324. An actuarial review of the Self Insurance Fund reserves is conducted annually. The current provider is Pinnacle Actuarial Resources, Inc, at an annual amount of \$7,500.

On December 7, 2004, the City Council approved a contract for insurance placement services for property and casualty insurance with Marsh, USA. The City opted to renew Marsh, USA's contract for placement of all applicable 2009 insurance policies. In addition, it is requested the City's contract with Marsh, USA for 2009 be increased by \$7,500, from the current annual fee of \$55,500 to \$63,000. The Marsh, USA contract provides that if Marsh, USA is required to provide additional insurance coverage not now in effect, Marsh, USA will be provided additional compensation. During 2008, Marsh, USA increased the policy limits for the Wichita Art Museum Finance Arts Collection insurance from \$70 million to \$75 million aggregate. Marsh, USA placed Statutory Bonds required by the State of Kansas for City Treasurer, Superintendent of Waterworks and Weed Supervisor. Marsh, USA also marketed and placed a separate Workers Compensation Insurance Policy for Career Development's trainees, and marketed automobile physical damage coverage.

Financial Considerations: The premiums for the insurance policies and related programs and services are included in the adopted budget. Several premium costs are re-allocated to Departments through the establishment of auto liability, building and contents, and workers compensation insurance rates. Coverage for the Police helicopter is budgeted and expended in the Police General Fund budget. Airport specific coverages are budgeted and expended in the Airport Fund. The Art Museum coverage is budgeted for insurance in their 2009 operating budget. Funding for the travel accident insurance and the crime policy is absorbed within the Self Insurance Fund. For the most part, insurance rates stayed the same in 2009 as they were in 2008. However, premiums increased 9% due primarily to increased valuation of covered assets and incremental changes in coverage.

Goal Impact: The City places a number of insurance policies and contracts to provide coverage for risk to the City of Wichita and its employees as a part of the Internal Perspective goal. These policies include property, data processing, boiler/machinery, burglary/theft, employee dishonesty, excess workers compensation liability, airport general liability, underground fuel storage, helicopter hull, helicopter general liability and federal excess liability. The insurance policies and contracts protect City assets and reduce/avoid costs.

Page Five

Legal Considerations: The City's liability on tort claims is limited under KSA 75-6105 to \$500,000 per claim. The City is allowed to self-insure workers compensation based on KSA 505(f), although excess workers compensation coverage is required under KAR 51-14-4. City Code 2.64.020 (h) authorizes the Purchasing Manager to negotiate the purchase of insurance coverage. The Law Department has reviewed and approved as to form the contract amendment for Marsh, USA.

Recommendation/Action: It is recommended the City Council receive, file and ratify the 2009 Insurance Program, subject to minor modifications and verification of coverage details, approve the contract amendment and authorize the appropriate signatures.

Attachment: Contract amendment between the City of Wichita and Marsh, USA

CONTRACT AMENDMENT

FOR

2009 PROPERTY, LIABILITY AND EXCESS WORKMEN'S COMPENSATION INSURANCE PLACEMENT SERVICES

THIS CONTRACT AMENDMENT is entered into this 1st day of January, 2009 by and between the **CITY OF WICHITA, KANSAS**, A Municipal Corporation, Party of the First Part, hereinafter called "**CITY**", and **MARSH USA, INC.**, (Performance Vendor Code Number-361436000-002), 2405 Grand Boulevard, Suite 900, Kansas City, MO 64141-6105, Telephone Number (816) 556-4229, hereinafter called "**VENDOR**".

WITNESSETH THAT:

WHEREAS, on the 1st day of January, 2005, the above-named parties entered into a contract for providing **2005 Property, Liability and Excess Worker's Compensation Insurance Placement Services** [(Formal Proposal – FP400097) (Commodity Code Number-95377)]; for the Finance Department, Risk Management Division of the City of Wichita as per the proposal and specifications on October 8, 2004; and

WHEREAS, the specifications for the proposal specified the terms of the contract was to be for one year with options to renew for four (4) successive one year terms; and

WHEREAS, the existing contract provides that if the City elects to add additional insurance not now in effect, additional fees will be negotiated between the City and Marsh USA, Inc.

WHEREAS, on the 20th day of December, 2005, the parties increased the fees payable to the **VENDOR** by \$9,500 for placement of additional insurance; and,

WHEREAS, on the 1st day of January, 2008, the parties increased the fees payable to the **VENDOR** by \$1,000 for placement of additional insurance; and,

WHEREAS, the parties now wish to modify and amend the contract to include the following:

1. **Compensation.** The **CITY** agrees to pay to the **VENDOR** an additional amount of \$7,500 for **Property, Liability and Excess Worker's Compensation Insurance Placement Services** to be added to the current annual fee of \$55,500 for a total of \$63,000 for the 2009 term.

The new insurance coverage and activities incorporated by this amendment is:

Increased the Policy Limits for the Wichita Art Museum Fine Arts Collection insurance coverage from \$70 million to \$75 million aggregate. Placed Statutory Bonds required by State of Kansas law for the City Treasurer, Superintendent of Waterworks, and the Weed Supervisor. New placement of separate Workers Compensation Insurance Policy with Career Development for their trainees. Marketing of automobile physical damage coverage to provide catastrophic coverage for City Transit Vehicles while in motion and while parked overnight.

2. The terms of this contract amendment will be from **January 1, 2009 through December 31, 2009.**
3. This amendment to the contract is subject to cancellation by the **CITY**, at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the **VENDOR**.

NOW, THEREFORE, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 1st day of January 2005 and the first and second Amendments to the contract dated December 20, 2005 and January 9, 2008, are hereby reaffirmed and re-executed for and on behalf of these parties except for the modification and changes in **Item #1** and **Item #2** above.

No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents the he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

ATTEST:

THE CITY OF WICHITA, KANSAS

Karen A. Sublett
City Clerk

Carl Brewer
Mayor

APPROVED AS TO FORM:

Gary E. Rebenstorf
Gary E. Rebenstorf
Director of Law

10-17-08
Date

MARSH USA

Sheryl Manger
(Signature)

Sheryl Manger
(Printed Name)

Senior Vice-President
(Title)

**City of Wichita
City Council Meeting
December 2, 2008**

TO: Mayor and City Council

SUBJECT: HOME Program Funding Agreement Amendment; Power CDC 3rd Addition
(District I)

INITIATED BY: Housing and Community Services

AGENDA: Consent

Recommendation: It is recommended that the City Council approve the amendment to the funding agreement extending the project completion period, and authorize the necessary signatures.

Background: On August 14, 2007, the City Council approved a HOME Program Community Housing Development Organization (CHDO) funding agreement with Power CDC in the amount of \$117,000, in order to construct one new home in the Power CDC 3rd Addition, which is located between Minnesota and Madison Streets, immediately north of 26th Street North. Upon completion, the home must be sold to an income-eligible, owner-occupant homebuyer. The land for the development was donated to Power CDC by the City Council on October 16, 2001.

The funding agreement previously approved by the City Council included a provision for Power CDC to retain the proceeds from the sale of the newly constructed home to be used to pay for special assessments and maintenance costs to be incurred during the development of the Power CDC 3rd Addition.

Analysis: Power CDC is in the process of constructing the home funded under the subject agreement. The agreement calls for the home to be completed and sold by December 31, 2008, but construction was delayed in order to accommodate installation of the infrastructure for the new development. Thus, additional time is required for completion and sale of the home. The addendum to the funding agreement provides for an extension through December 31, 2009.

Financial Considerations: None.

Goal Impact: The project funded under the subject agreement will contribute to the goal of Economic Vitality and Affordable Living.

Legal Considerations: The amendment to the funding agreement has been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council approve the amendment to the funding agreement extending the project completion period, and authorize the necessary signatures.

Attachments: Funding agreement amendment.

AMENDMENT TO GRANT AGREEMENT

Between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

A
PARTICIPATING JURISDICTION

And

Power CDC, Inc.

A
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)

HOME Investment Partnerships CHDO Set-Aside Project Funding

2007 CHDO Set-Aside Funding

City of Wichita
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203
Phone (316) 462-3700
Fax (316) 462-3719

This contract amendment is entered into December 2, 2008, and dated to be effective December 31, 2008, between the City of Wichita (hereinafter referred to as the CITY) and Power CDC, Inc. (Power CDC, a Community Housing Development Organization, hereinafter referred to individually as the "Developer").

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated to be effective August 14, 2007 and executed August 14, 2007, in the amount of \$117,000, in which the Developer agreed to undertake an affordable housing program concentrated in the City's Northeast Local Investment Area, as described in the City of Wichita's Consolidated Plan.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to begin August 14, 2007, and executed August 14, 2007 and the intent of this amendment, entered into December 2, 2008, and dated to be effective December 31, 2008, hereby agree, covenant, and contract with each other that, effective December 31, 2008, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Agency is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.300; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The

construction phase of this contract shall be complete by December 31, 2009. (Expenses to be reimbursed under this agreement must be incurred prior to December 31, 2009.) This contract shall otherwise remain in force through the period of affordability, which will end on a date no later than 20 years following the date of completion of the final unit, as defined in CFR 92.2, as applicable.

Power CDC, Inc.

Signature

Title of Officer

Date

CITY OF WICHITA

By _____

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
and Director of Law of the
City of Wichita

Date

City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and City Council

SUBJECT: Home Repair Fund Transfer

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the transfer of funds from specific housing program categories to the general home repair category.

Background: During the 2008-2009 Consolidated Plan funding process, a total of \$395,277 in Community Development Block Grant (CDBG) funding was allocated for Home Repair. That amount included the transfer of funds previously allocated to Community Based Home Repair and StopBlight Property Enhancement categories. In addition, \$390,000 was allocated for NCI/StopBlight/START housing and neighborhood improvement needs.

Analysis: There continues to be a demand for home repair assistance in the City's designated areas, as well as for emergency assistance city-wide. It is therefore important for staff to be able to access all funds designated for home repair.

Financial Considerations: This transfer involves CDBG funds which were designated for specific categories in 2007-2008 but not expended. The funds remain available for use in 2008-2009. No City General Funds are impacted by this action.

Goal Impact: Home repair projects will contribute to the goal of Economic Vitality and Affordable Living.

Legal Considerations: Home repair funds in the amount of \$395,277 were approved by the City Council on March 18, 2008. This total was made up of: \$234,667 from the City's 2008-2009 CDBG allocation; \$75,000 from the 2007-2008 Community Based Home Repair; and \$85,610 from the StopBlight Property Enhancement categories. The March 18, 2008 Council action did not specifically reference the transfer of these funds. In order to set up the budget accounts necessary to access all Home Repair funds, specific Council action is needed.

Recommendations/Actions: It is recommended that the City Council approve the transfer of funds from specific housing program categories to the general home repair category.

Attachments: None.

City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and City Council

SUBJECT: Closed Captioning for City of Wichita's cable television channel

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the issuance of a Request for Proposal (RFP)

Background: The Americans With Disabilities Act requires that the City of Wichita provide closed captioning of programming on City7, the City's Public, Educational and Government (PEG) channel, carried on Channel 7 of Cox Communications basic cable service. City staff have researched various options and presented the issue to a City Council workshop on Oct. 28. The next step in the process is to issue an RFP and award a contract for captioning services.

Analysis: Federal Communication Commission requirements for closed captioning do not apply to PEG channels. However, the City of Wichita Law Department advises that the Americans with Disabilities Act clearly prescribe those same requirements.

Financial Considerations: Startup costs of \$3,000 to \$8,000. Annual costs estimated at \$43,200.

Goal Impact: Implementation of closed captioning will support the City of Wichita's goal of "Enhance Quality of Life."

Legal Considerations: City of Wichita Law Department will review the appropriate documents.

Recommendations/Actions: Approve the issuance of RFP.

Attachments: Proposed RFP and description of the issue.

**Senior Management Expenses
For the Month of October 2008**

Employee by Department	Purpose	Amount
01-City Manager Staff		
Scott Moore, Interim City Manager	T-Link Task Force Meeting, Topeka KS	\$ 251.68
Scott Moore, Interim City Manager	LKM Conference Registration, Wichita KS	180.00
Cathy Holdeman, Assistant City Manager	29th Annual GWAE Outlook Conference, Wichita KS	85.00
Cathy Holdeman, Assistant City Manager	Visioneering Wichita 2008 Intra-City Leadership Visit	150.00
03-Finance		
Kelly Carpenter, Director of Finance	29th Annual GWAE Outlook Conference, Wichita KS	85.00
Rob Raine, Assistant Finance Director	29th Annual GWAE Outlook Conference, Wichita KS	85.00
07-Fire		
Ed Bricknell, Fire Marshall	Residential Sprinkler Training Class Registration, Olathe KS	200.00
09-Housing & Community Services		
Brad Snapp, Assistant Housing & Community Services Director	National NAHRO Conference, San Antonio TX	1,799.93
13-Public Works		
Chris Carrier, Director of Public Works	League of Kansas Municipalities Annual Conf Registration	180.00
15-Planning		
Nancy Harvieux, Transportation Manager	2008 AMPO Annual Conference, Seattle WA	1,527.97
16-Transit		
Mike Vinson, Director of Transit	KPTA Meeting, Topeka KS	129.70
17-Park		
Karen Walker, Assistant Director of Parks	NRPA Annual Congress Exposition, Baltimore MD	2,119.80
18-Water and Sewer		
David Warren, Director of Water & Sewer	WEFTEC Conference, Chicago IL	2,039.72
Bill Perkins, Superintendent Water Production & Pumping	WEFTEC Conference, Chicago IL	2,285.78
Jade Dundas, Superintendent Sewage Treatment	WEFTEC Conference, Chicago IL	2,236.66
19-Airport		
Victor White, Director of Airports	NBAA Annual Meeting & Convention, Orlando FL	870.01
24-Human Resources		
Sarah Gilbert, Director of Human Resources	IPMA-HR Exposition - Las Vegas NV	2,253.54
Total		\$ 16,479.79

City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and City Council

SUBJECT: Police Mounted Unit Stable Rental

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the contract.

Background: The Police Department's Mounted Horse Unit was formed in 1990. The unit is used periodically for crowd control functions, patrolling during River Festival, mall parking lot duty (during the holiday season) and search missions. The seven participating horses are currently stabled at the Wichita Riding Academy and have been at this facility since 2002. The current contract expires on October 31, 2008.

Analysis: The Wichita Police Department convened a selection committee of 6 individuals from the Police Department, Law Department, Finance Department and Sedgwick County Emergency Communications. The committee reviewed bids from two vendors. The committee reviewed the proposals in terms of veterinary services, quality of feed, quality pasture land available, knowledge of staff with horses, contact with the horses by the vendor and quality of the facilities. The Wichita Riding Academy proposal was significantly less expensive, at an estimated annual cost of \$16,332. However, the scope of service offered by Aces High was considered by the committee to be more appropriate, in terms of care of the horse and the ability to integrate the Mounted Unit into the community-policing paradigm (conducting school tours, special interest groups, etc.). At the more expansive scope of services, Aces High was the lowest cost. The committee unanimously recommended Aces High.

Financial Considerations: The Police Department budget includes \$17,700 for Mounted Unit stable rental and veterinary expenses. Based on the current scope of the Mounted Unit, the contract with Aces High is estimated to cost \$30,660 annually. The cost of the contract will be included in the 2009 Revised Police Department budget.

Goal Impact: The Mounted Unit is used as a law enforcement tool to enhance community safety at large events requiring crowd control, to enhance patrol capabilities and to provide search and rescue functions.

Legal Considerations: The contract will be approved to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the contract with Aces High.

**CONTRACT
for
HORSE BOARDING SERVICES**

BLANKET PURCHASE ORDER NUMBER BP800136

THIS CONTRACT entered into this 2nd day of December, 2008, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **ACES HIGH ACRES**, 9200 E. 39th Street, Derby, KS 67037, Telephone Number (316) 303-6130 hereinafter called "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposal for Horse Boarding Services (Formal Proposal – FP800078); and

WHEREAS, CONTRACTOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP800078, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP800078, shall be considered a part of this contract and is incorporated by reference herein.

- The Wichita Police Department handlers and other authorized personnel by the WPD will have access to horses 24 hours per day, 7 days a week.

- Two pastures will be made exclusively available for Police horses during daytime hours. Pasture #1 will be 10 acres with a 10 X 20 loafing shed and a fresh water tank. Pasture #2 will be 4 acres with 10 X 15 loafing shed, a pond, and a fresh water tank. Pasture #3 will be available for use in front of the property and will be fenced at a later date.

- Horse will be turned out on grass pasture during daytime hours (weather permitting) and horses will be brought back in the 10' X 12' indoor stables during the night. Stalls are equipped with an automated fly spray system and fans for use during the spring,

summer, and fall months. Horses will be fed morning and evening with a minimum 12% protein pellet to maintain weight of horses. Brome Hay will be available. Senior feed will be provided as needed to meet special needs of older horses at no additional cost.

- Routine Veterinarian services: Quarterly de-worming will be provided. Spring veterinarian services will be provided and will include the following vaccinations; 4 way (tetanus/equine Encephalitis/WE/Rhino) Strangles, Rabies and West Nile as well as a Cogins test. Fall veterinarian services will be provided and will include the following above vaccinations and teeth floating with tranquilization. The above routine Veterinarian services pricing will be reviewed annually at the contract extension renewal period for any direct increases assessed by the Veterinarian. Any additional veterinarian services will be charged to the City of Wichita Police Department directly from the vet.
- The indoor arena will be available exclusively for Police training two days per month, to be agreed upon by both parties with sufficient notice. The outdoor arena will be available exclusively for Police training two days per month, to be agreed upon by both parties with sufficient notice. Facility is to be available for Police Mounted Patrol for a two week training course that is to be conducted before Riverfest, the festival is usually held the first weekend in May.
- A secure tack room for storage of saddles, tack and equipment for between 8-10 horses will be available for WPD use. Some type of ventilation in the tack room to dry out wet equipment.
- Office workspace will be available for WPD use that will be air-conditioned for summer use and some type of heating for winter use. Telephone and bathroom facilities are available.
- Provide a place on property for storage for portable stalls and props.

2. **Compensation.** CITY agrees to pay to **CONTRACTOR** \$365.00 per month per horse for boarding, feeding, cleaning, turn-outs, including listed vet services and use of training facility for the boarding of the Wichita Police Department Mounted Patrol Horses as per the proposal, plans, specifications, addenda and Contractor's proposal of FP800078 and as approved by the City Council on December 2, 2008.

3. **Term.** The term of this contract shall be from January 1, 2009 through December 31, 2009, with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms to be mutual agreement of both parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR**.

4. **Indemnification and Insurance.**

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
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2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
---------------------	-------------------------

The Insurance Certificate must contain the following:

- A. Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.
- B. Cancellation – should any of the above policies be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.

5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or **CONTRACTOR** represents the he or she is duly authorized by the contractor or **CONTRACTOR** to execute this contract, and that the contractor or **CONTRACTOR** has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

ACES HIGH ACRES

Gary E. Rebenstorf
Director of Law

Signature

Print Name

Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CITY OF WICHITA
City Council Meeting
December 2, 2008**

TO: Mayor and City Council Members

SUBJECT: Victim Advocate Contract with Kansas Legal Services, Inc.

INITIATED BY: Law Department

AGENDA: Consent

Background: The domestic violence victim advocate is located within the Department of Law, Prosecutor's Office. The domestic violence victim advocate provides services to victims of domestic violence, including but not limited to notification of court appearances, information pertaining to services offered to victims of domestic violence related crimes, and assistance of victims throughout the court process. This position has been an integral part of the City of Wichita's Domestic Violence Program since its inception in 1990.

Analysis: The contract provisions remain relatively unchanged from the contract approved and executed in prior years. The contract amount for 2009 remains the same as that in the 2008 contract.

Financial Considerations: The contract amount shall not exceed \$35,000 for fiscal year 2009.

Goal Impact: Safe and Secure Community; Prosecution and Diversion Services.

Legal Considerations: The contract has been prepared and approved as to form by the Law Department.

Recommendations/Actions: Approve the contract.

Attachment: Contract

AGREEMENT

THIS CONTRACT dated as of the ____ day of December, 2008, by and between the City of Wichita, Kansas (hereinafter called the City) and KANSAS LEGAL SERVICES, INC., (hereinafter called the Contractor).

WITNESSETH THAT:

WHEREAS, the City wishes to engage the Contractor to provide victim advocacy services in connection with the City's Domestic Violence Program and Contractor is qualified to provide such services; and

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Contractor shall perform services in a satisfactory and proper manner as determined by the City and as outlined per Exhibit B.

SECTION 2. TIME OF PERFORMANCE. The services of the Contractor are to be governed by the terms of this contract from January 1, 2009, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period of 12 months from January 1, 2009, ending no later than December 31, 2009.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

- A. Establishment and Maintenance of Records. The Contractor shall establish and maintain records as prescribed by the City, with respect to all matters covered by this contract. Except as otherwise authorized by the City, the Contractor shall retain such records for a period of three years after receipt of the final payment under this contract or termination of this contract.
- B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.
- C. Reports and information. The Contractor, at such times and in such forms as the City may require, shall furnish to the City or the City's designated agent or agency, such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Contractor under

this contract, are confidential and shall not be made available to anyone other than the City or its designated agents or agencies without the prior written approval of the City.

- D. Audits and Inspections. The Contractor shall at any time and as often as the City may deem necessary make available to the City for examination all its records and data for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No member, officer or employee of the Contractor or its designees or agent or public official exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Contractor receiving funds pursuant to this contract.

B. Compliance with EEO Policy Statement. The Contractor further agrees to implement and comply with the "Revised Non- Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

SECTION 6. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 7. ASSIGNABILITY. The Contractor shall not assign any interest in this contract without prior written consent of the City.

SECTION 8. COPYRIGHTS. If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. The City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all such copyrighted material and all material which can be copyrighted.

SECTION 9. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the City for determination by the City as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity. The Contractor agrees that no funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas, or any other governmental unit.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. USE AND DISPOSITION OF PROPERTY.

A. Disposition of Expendable/Non-Expendable Personal Property. All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

B. Real Property. All real property purchased or otherwise acquired under the terms of this contract shall be under title of the City unless otherwise specified in Exhibit B.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Contractor relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Contractor will not exceed \$35,000.00 (reduced by the cost of any voicemail account provided for the Contractor by direct application of funds in the Law Department budget), and it will be the responsibility of the Contractor to budget consistent with such limitation so that it is able to provide the services required hereunder for the entire 12-month period of this contract. If the \$35,000.00 (reduced by the cost of the voicemail account) is exhausted prior to the end of the 12-month contract period, Contractor shall bear the costs of performing services as required hereunder for the remainder of said period.

C. Unearned Payments. Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City at any time; or if the docket fees or other fees or funding mechanisms used by the City of Wichita to provide funding for domestic violence advocacy services are for any reason suspended or invalidated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Contractor, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 18, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

SECTION 14. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Contractor.

SECTION 15. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget over \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 16. PERSONNEL AND SERVICES. All services required herein will be performed by the Contractor under the direction of its Regional Director. Any services which the Contractor deems necessary to assign to a subcontractor must first have written approval from the City unless otherwise specified in Exhibit B.

SECTION 17. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 18. APPENDICES. All exhibits referenced in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A Non-Discrimination & Equal
Employment Opportunity
Statement

Exhibit B Performance Criteria

Exhibit C Certification Regarding
Drug-Free Workplace

Exhibit D Confidentiality Statement

IN WITNESS WHEREOF, the parties have set their hands this _____ day of
December, 2008.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf,
Director of Law

KANSAS LEGAL SERVICES, INC.

, Executive Director

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against discrimination (Kansas Statutes Annotated 44- 1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bonafide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission"
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by and contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraph 1 through 4, inclusively,

of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Exempted from these requirements are: (State of Kansas)

1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal government, or a contract involving Federal funds.
2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.
3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.

D. Provisions of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the Code of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, "disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification", national origin, ancestry or marital status. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program when required to the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or in behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment with out regard to race, religion, color, sex, "disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification", national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase that is deemed acceptable by the City of Wichita.

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations, and will permit access to books, records and procedures concerning employment relations by the for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City of Wichita in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be initiated against such vendor supplier, contractor or subcontractor;
4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination -- Equal Employment Opportunity under a decision or order of the City of Wichita, Kansas, which has become final, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be canceled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;
5. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsection 1 through 4, inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

E. Exempted from these requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement shall prior to entering into such contract, purchase order or agreement, submit to the City of Wichita, Kansas, a preliminary report on forms, provided by the Board, concerning Non-Discrimination -- Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:
 - a. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 - b. These provisions shall not apply to vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reasons of holding a contract with the Federal government

or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) days period from the Federal agency involved.

- c. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correction of such deficiencies in accordance with instructions included with the preliminary report for review, evaluation and acceptance prior to a contract, purchase order or agreement award.

- F. Failure of any contractor, subcontractor, vendor or supplier to report to the "Kansas Human Rights Commission" as required by K.S.A. 44-1031, as amended, or has been found guilty of a violation of the City's Ordinances, State Statutes, or Federal Statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

Exhibit B

SCOPE OF SERVICES

Provide one full-time victim advocate to assist community funded advocates with services for victims of domestic violence cases which are prosecuted in the City of Wichita Municipal Court. The Advocate will provide resources directed toward stopping violence in domestic relationships and will assure the victim is not revictimized by the judicial process by assisting the representatives of community organizations and volunteers in providing the following services:

- 1. **VOLUNTEER PROGRAM**

Coordinate a volunteer program to ensure availability of volunteer advocates to work with victims.

- 2. **VICTIM'S FIRST APPEARANCE IN MUNICIPAL COURT**

Advocate to attend in person the Municipal Court domestic violence daily docket calls at 10:30 a.m. and 1:30 p.m., Monday through Friday, for the purposes of making contact with the victims. The following should occur during the initial contact:

- a. Assessment of the victim's needs and referral of the victim to appropriate agencies and treatment;

- b. Consult with the victim concerning recommendations to be made to the Court on restrictions to be placed on offender's appearance bond;
- c. Provide the victim an explanation of the Court process and possible disposition of the case, including that charges are filed by the City and the victim therefore cannot have the charges dropped;
- d. Explain treatment alternatives for the offender;
- e. Advise the victim if a no-contact provision is set on the appearance bond, and of the procedure to use if the offender attempt to contact the victim, or otherwise violates such restrictions;
- f. Provide the victim with an information pamphlet and ensure that the victim understands that the advocacy system is in place to assist during the Court proceedings and thereafter, and make sure the victim understands that the goal of the program is to stop violence;
- g. Assign a volunteer or make other arrangements to ensure continuing contact will occur with the victim throughout the Court proceedings.

3. VICTIMS THAT DO NOT APPEAR FOR FIRST APPEARANCE

- a. If the victim does not appear at the first court appearance, make personal contact for the purpose of attempting to persuade the victim to participate in the case and to otherwise advise the victim of services available through the Victim Advocacy Program; provide documentation of such contacts made and attempted, and the reason for non-appearance; and
- b. Make arrangements for Police Department to take evidentiary photographs of the victim the day after an incident has occurred when the victim has not been subpoenaed to appear in Court the next day following the incident. This requirement does not apply to Saturday or Sunday.

4. ASSISTANCE DURING COURT PROCEEDINGS

- a. Maintain, at a minimum, monthly contact with the victim while the case is pending to ensure that the victim is apprised of the progress of the case;
- b. Continue to assess the victim's needs as to types of assistance which will help ensure the victim's ability to continue to work with the Court process;
- c. Provide recommendations to the prosecutor, for presentation to the Court for purposes of establishing conditions of probation/deferred judgment (i.e., no-contact restrictions); and

- d. Provide recommendations to the prosecutor regarding the victim's availability for Court proceedings.

5. ASSISTANCE AFTER COURT PROCEEDINGS

Maintain, at a minimum, monthly contact with the victim during the period of time that the offender is on probation/deferred judgment or in jail in order to:

- a. Assure that the offender is meeting the conditions of probation/deferred judgment, including any court-ordered restriction on contacting the victim or others;
- b. Assess, on a continuing basis, the victim and the victim's family needs and make appropriate referrals to outside agencies;
- c. Report to the prosecutor, probation or deferred judgment coordinator any violations of probation/deferred judgment conditions that are committed by the offender; and

8. EDUCATION PROGRAM

Coordinate with the community funded victim advocates a workshop to educate victims about domestic violence, wherein sessions will be scheduled at the request of a victim or victims.

PROGRAM ADMINISTRATION

Operations and administration on a day-to-day basis will be supervised by a staff attorney of Contractor. Ultimate responsibility for policies, personnel and fiscal accountability lies with Kansas Legal Services, Inc.

1. **Funding**

It is mutually agreed by and between the City and the Contractor that the total funds available for payment to the Contractor under this program will be \$35,000.00 (reduced by the cost of any voicemail account provided for the Contractor directly from funds in the Law Department budget), which will be used as set forth in the sections entitled Budget and Method of Payment. In addition, however, Data Center charges for one Public Safety and one Outlook access, and any charges required for the City PC made available to the Contractor will be provided for by direct payment to Data Center from funds in the Law Department budget.

2. The City shall pay the Contractor as hereinafter set out, the maximum of \$35,000.00 (reduced by the cost of the above-referenced voicemail account), for the program described in this contract. Said funds shall be used as follows:

Salaries and benefits	
Of Paralegal and Office Supplies	\$35,000.00 (reduced by the cost of the above-referenced voicemail account, which is budgeted at \$90)

3. Method of Payment

The Contractor agrees payments under this contract shall be in accordance with established budgeting, purchasing and accounting procedures of the City of Wichita.

- a) The City agrees to reimburse the Contractor monthly upon submittal of a cost control statement with supportive documentation as stipulated below.
- b) The City and Contractor mutually understand and agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments can be made administratively unless it involves a significant change in categories of expenditures or a budget change over \$10,000 which have to be approved as a contract amendment by the City Council.
- c) Reimbursement of salaries shall be on the basis of time sheets signed by the employee and the employer. A salary schedule showing the employees and salaries to be reimbursed shall be submitted in writing at the beginning of the contract period and at such times as adjustments are made. A copy of the paycheck shall be provided as shall written acknowledgment by the employee of receipt of the check with the date of receipt.
- d) Employee benefits are to be reimbursed as follows:
 - 1) Social Security/Medicare shall be reimbursed at the applicable rate of the employer's share; documentation need not be submitted with each monthly reimbursement but shall be available for review by the City, and shall be submitted upon request.
 - 2) Benefits for health insurance will be paid on the basis of an insurance company billing and a copy of the canceled check paying the invoice.
 - 3) Benefits for retirement will be paid as a percentage of salary. The percentage to be paid will be set at the start of the contract period and shall be paid on the basis of a copy of the canceled check to the retirement fund and a copy of the statement or billing. The percentage to be reimbursed may be modified upon written notice.

- e) The Contractor will ensure all costs are eligible according to the approved budget. The original documentation supporting all reimbursed expenditures will be retained by the Contractor for three (3) years after the final payment of expenditures made under this contract.

OTHER PROGRAM REQUIREMENTS

1. The Contractor understands and agrees that the services under this contract will be provided without any religious purpose and will in no way promote any religious interest. No religious instruction, religious counseling, or religious proselytizing will be permitted in connection with the services under this contract.
2. Contractor shall procure and maintain a liability insurance policy which will protect the Contractor from errors, omissions and negligent acts of the Contractor, its agents, officers and employees in the performance of the services rendered under this contract. Such policy of insurance shall be in an amount of not less than \$500,000.00 per occurrence and shall name the City as an additional insured. Satisfactory certificates of insurance on all insurance shall be filed with the City by Contractor.
3. Contractor agrees to hold the City harmless from any and all claims, suits, actions or judgments, brought or entered against the City arising out of Contractor's performance under the terms and conditions of this agreement, including attorney's fees; provided, however, nothing herein shall impose on Contractor any obligation to hold the City harmless from City's own negligence.
4. Contractor agrees to comply with any applicable drug-free workplace requirements found at 24 CFR 24 Subpart F and to execute the certification attached hereto as Exhibit C.
5. All employees and volunteers of Contractor who work in the Victim Advocate Program shall be required to sign the Confidentiality Statement attached hereto as Exhibit D and failure to abide by the terms of the statement shall be reason to exclude them from further participation in Victim Advocate activities.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Contractor certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of the prohibition.
- (b) Establishing a drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(f) The site for the performance of work done in connection with this contract is:

455 N. Main, Wichita, Kansas 67202

Executed this _____ day of _____, 200_.

By: _____
(signature)

(typed or printed name)

(title)

CONFIDENTIALITY STATEMENT

I, _____, understand that I will have access to confidential information in police officers' reports as part of my duties as a victim advocate.

As a condition of my appointment as a victim advocate, I agree not to disseminate any particulars of any case to anyone outside Kansas Legal Services, unless (1) such person has also signed a Confidentiality Statement or (2) I am ordered to do so by a court of competent jurisdiction. This includes but is not limited to, name, address, and phone number of the victim, defendant, or witnesses. All information used and gathered as part of this program shall be used exclusively for this program, excluding statistical information.

I further understand that this need for confidentiality does not end at the completion of my appointment as a victim advocate. Therefore, once my appointment has finished, I will still maintain confidentiality on all cases within my knowledge.

Dated this _____ day of _____, 200_.

Victim Advocate

City of Wichita
City Council Meeting
December 2, 2008

TO: Mayor and City Council

SUBJECT: Renewal of Contract: Victim's Rights Services

INITIATED BY: Department of Law

AGENDA: Consent

Recommendation: Approve the Agreement with Correctional Counseling of Kansas and authorize the mayor to sign.

Background: Kansas law requires that municipalities provide notice to crime victims of certain court proceedings in conformity with the Victim's Bill of Rights contained in the Kansas Constitution and statutes. The City of Wichita has adopted Resolution. No. R-93-327 to implement these notification requirements. The services to implement this resolution have been provided to the City of Wichita through a contract with Correctional Counseling of Kansas.

Analysis: Correctional Counseling of Kansas has provided services in the past and is willing to continue to provide the services on behalf of the city to comply with the Kansas Constitution.

Financial Considerations: Funds in the amount of \$39,385 have been approved in the Law Department Budget for purposes of paying for this program in 2009. The amount of this contract remains the same as in 2008.

Goal Impact: Internal Perspective. The contract will provide for a function mandated by state law.

Legal Considerations: The City Attorney's office has prepared the Agreement and has approved it as to form.

Recommendations/Actions: Approve the Agreement and authorize the Mayor to sign.

Attachment: Agreement

A G R E E M E N T

THIS CONTRACT, dated as of this ____ day of December 2008, by and between the City of Wichita, Kansas (hereinafter called the City) and Correctional Counseling of Kansas, (hereinafter called the Consultant).

WITNESSETH THAT:

WHEREAS, the City wishes to engage the Consultant to provide victims' rights services in connection with the City's obligation to provide such services under the Kansas Constitution and K.S.A. 74-7333 and K.S.A. 74-7335; and

WHEREAS, Consultant is qualified and desires to provide such services to the City.

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. **SCOPE OF SERVICES.** The Consultant, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and as outlined per Exhibit B.

SECTION 2. **TIME OF PERFORMANCE.** The services of the Consultant are to commence December 31, 2008, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period of 12 months ending no later than December 31, 2009, with option to renew for additional periods of 12 months thereafter if acceptable to the parties.

SECTION 3. **RECORDS, REPORTS AND INSPECTION.**

A. **Establishment and Maintenance of Records.** The Consultant shall establish and maintain such records as are prescribed by the City, with respect to all matters covered by this contract. Except as otherwise authorized by the City, the Consultant shall retain such records for a period of three years after receipt of the final payment under this contract or termination of this contract.

B. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. **Reports and information.** The Consultant, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Consultant under this contract, are confidential and shall not be made available to anyone without the prior written approval of the City.

D. **Audits and Inspections.** The Consultant shall at any time, and as often as the City may deem necessary, make available to the City for examination all its records and data for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 4. **CONFLICT OF INTEREST.** No member, officer or employee of the Consultant or its designees or agent or public official exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

SECTION 5. **DISCRIMINATION.**

A. **Discrimination Prohibited.** No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L.88-352). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Consultant receiving funds pursuant to this contract.

B. The Consultant further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts of agreements" as provided in Exhibit A attached hereto.

SECTION 6. **COMPLIANCE WITH LOCAL LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and the City of Wichita.

SECTION 7. **ASSIGNABILITY.** The Consultant shall not assign any interest in this contract without prior written consent of the City.

SECTION 8. **COPYRIGHTS.** If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. The City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

SECTION 9. **PATENTS.** Any discovery or invention arising out of or developed in the course of work by this contract shall promptly and fully be reported to the City for determination by the City as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to regulation of the Department.

SECTION 10. **USE AND DISPOSITION OF PROPERTY.** All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

A. **Compensation and Method of Payment.** Compensation and method of payment to the Consultant relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. **Total Payments.** Total Payment to the Consultant, including amounts expended for support services in-kind (e.g., telephone and computer charges) will not exceed \$47,465.00.

C. Unearned Payments. Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City at any time; or if the funds available to the City of Wichita are insufficient to permit continuation of this agreement.

SECTION 11. TERMINATION CLAUSE. Upon breach of the contract by Consultant, the City shall give consultant written notice of such breach and if the default is not remedied within 30 days of receipt of the written notification, City may terminate this contract. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 16, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any payments to the Consultant for the purpose of set off until such time as the exact amount of damages due the City from the Consultant is determined.

SECTION 12. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Consultant. If the contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation the services actually performed bear to the total services of the consultant covered by this contract, less payments of compensation previously made:

Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Consultant during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Consultant, Section 16 hereof relative to termination shall apply.

SECTION 13. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Consultant mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget over \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 14. PERSONNEL AND SERVICES. All services required herein will be performed by the Consultant under the direction of its Director. Any services which the Consultant deems necessary to assign to a subcontractor must first have written approval from the City unless otherwise specified in Exhibit B.

SECTION 15. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 16. **APPENDICES**. All exhibits referenced in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A Non-Discrimination
 & Equal Employment Opportunity Statement

Exhibit B Performance Criteria

Exhibit C Confidentiality Statement

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

CORRECTIONAL COUNSELING OF KANSAS

Shawna Mobley, Director

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion,

color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

PERFORMANCE CRITERIA

PROGRAM SCOPE

Consultant shall provide full-time staffing of the Victim/Witness office at City Hall. A victim/witness coordinator will perform the following duties:

1. Provide written notification of public hearings, including:
 - a. plea hearing;
 - b. trial;
 - c. sentencing; sentence modification or probation violation hearing;
 - d. continuances, district court appeals, or appeals to the Kansas Appellate Courts;
2. Inform victims of their right to civil redress for harm suffered, mechanisms for requesting restitution, and remedies available through the Crime Victims Compensation Fund;
3. Supply victims with a copy of the Kansas Victims Bill of Rights;
4. Assist victims and witnesses in understanding their role in the criminal justice system and accompanying them during court proceedings, while ensuring their right to address the court;
5. Solicit input from victims regarding their view of the case and assessment of the assistance provided through the use of a standard form (Victim Impact Statement);
6. Attempt to address any safety or protection concerns of victims and/or witnesses;
7. Link victims and/or witnesses to community resources, as appropriate;
8. Provide quarterly reports to the City in form and substance approved by the City; and
9. Maintain office hours of 8:00 a.m. to 5:00 p.m. on those days City Hall is open to the public, which are generally Monday through Friday except for holidays.
10. Contact victims and witnesses for court proceedings as directed by the City Attorney or his designee.
11. Retrieve restitution information as directed by the City Attorney or his designee.

The violations of the City Code which have been identified as falling within the above requirements include, but are not limited to, the following generally categorized offenses:

- a. Attempts and conspiracies of applicable crimes;
- b. Assault;
- c. Assault of a law enforcement officer;
- d. Battery;
- e. Battery of a law enforcement officer;

- f. Permitting a dangerous animal to run at large;
- g. Dog bite violations;
- h. Unlawful restraint;
- i. Lewd and lascivious conduct;
- j. Sexual battery;
- k. Driving under the influence of intoxicating liquor or drugs;
- l. All offenses designated as "Domestic Violence";
- m. Draw deadly weapon; and,
- n. Window peeping.

All services provided by Consultant to victims and will be coordinated with the City Attorney, or his designee, and other criminal justice staff. Computer access to court records will be provided by City. In those criminal cases defined by the City as "domestic violence" cases, the duties specified by paragraphs 4, 6, and 7 above will primarily be provided by the Domestic Violence Victim Advocate. It shall be the responsibility of the Consultant to coordinate the services under this agreement with the Domestic Violence Victim Advocate to avoid duplication of services.

In the event written notification of court proceedings is not deliverable by first class mail, Consultant will make every effort to contact victims or witnesses by telephone or other means..

Consultant will contract with interpreters in those cases where foreign-speaking victims and those with hearing or other communication impairments are involved, when necessary to ensure the victim understands his or her rights. Consultant will also ensure that all forms which may be produced for this program are prepared in a bilingual format.

A computerized data management system will be developed and maintained by the Consultant for the purpose of providing summary reports and evaluating program efforts. The record keeping associated with these services will be patterned after those of existing programs in other Kansas municipalities.

At the conclusion of the one-year contract period, Consultant will provide City an evaluation of the services and resources and recommendations for modifications to the Victims/Witness Program.

PROGRAM ADMINISTRATION

Operations and administration of the program on a day-to-day basis will be the responsibility of Consultant. Consultant shall report to the City Attorney or his designee.

It is mutually agreed by and between the City and the Consultant that the total funds available for this program will be \$47,465.00, which will be paid as specified in the sections entitled Budget and Method of Payment.

BUDGET

The City shall expend a maximum of \$47,465.00 for the program described in this contract. Said funds shall be used as follows:

Victims/Witness Coordinator	\$26,360.00
Benefits, Fringes and Taxes	5,225.00
Program Administration	6,000.00
Documents/Forms/Office Supplies/Postage	4,600.00
Space Lease	1,300.00
Computer	2,880.00
Contractual Services (Interpreters)	500.00
Phone	<u>600.00</u>
TOTAL	\$47,465.00

METHOD OF PAYMENT

The Consultant agrees payments under this contract shall be in accordance with established budgeting, purchasing and accounting procedures of the City of Wichita.

1. The City agrees to advance the Consultant \$6,000 upon submittal of a written request for the advance. Said advance will be deducted in approximately equal amounts of \$500.00 from monthly reimbursements.
2. The City agrees after the initial \$6,000 advance, to pay the Consultant no more than \$3,132.08 per month plus reimbursable expenses less the amount deducted for the advance upon submittal of a statement with supportive documentation as stipulated below.
3. The City and Consultant mutually understand and agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments can be made administratively unless it involves a significant change in categories of expenditures or a budget change over \$10,000 which have to be approved as a contract amendment by the City Council.
4. Reimbursement for expenditures for commodities and contractors shall be made on the basis of a copy of invoices, tickets or billings. Consultant shall order forms through the Department of Law Office Administrator and the costs shall be charged directly against the budget for this contract. The budgeted amounts for the office space and computer also will be charged by the City directly against the budget for this contract.
5. The Consultant will ensure all costs are eligible according to the approved budget. The original documentation supporting all reimbursed expenditures will be retained by the Consultant for three (3) years after the final payment of expenditures made under this contract.

INSURANCE

Consultant shall procure and maintain a liability insurance policy which will protect the Consultant from error, omissions and negligent acts of the Consultant, its agents, officers and employees in the performance of the services rendered under this agreement. Such policy of insurance shall be in an amount of not less than \$500,000.00 and shall name the City as an additional insured. Satisfactory certificates of insurance on all insurance shall be filed with the City by Consultant.

Consultant agrees to hold the City harmless from any and all claims, suits, actions or judgments brought or entered against the City arising out of Consultant's performance under the terms and conditions of this agreement, including attorney's fees; provided, however, nothing herein shall impose on Consultant any obligation to hold the City harmless from City's own negligence.

CONFIDENTIALITY

Consultant and all employees of Consultant who work in the program shall be required to sign the Confidentiality Statement attached hereto as Exhibit C and failure to abide by the terms of the statement shall be reason to exclude them from further participation in this contract.

**City of Wichita
City Council Meeting
December 2, 2008**

TO: Mayor and City Council

SUBJECT: Amendment to Banking Services Agreement

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the amendment to the Agreement.

Background: In January 2003, the City Council approved the transition of banking services to Intrust Bank, N.A. and authorized the preparation, execution and delivery of agreements in connection therewith. The term of the original banking services agreement was from June 1, 2003 through May 30, 2004, with options to renew under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties.

Analysis: The City has issued a Request for Proposal for banking services and is in the process of receiving and evaluating responses, conducting interviews and making a provider selection. Following selection of a provider, terms of related contracts and agreements shall be finalized and submitted to the governing body for approval. To allow sufficient time for the transition of banking services and to finalize the terms of a new agreement, a 180-day contract extension with Intrust Bank, N.A. is necessary.

Goal Impact: This action impacts the Internal Perspective and allows continued banking services and efficient delivery of Treasury services to both internal and external customers. Also, the City's practice of going through a periodic Request for Proposal process serves to reduce/avoid costs, another indicator of the Internal Perspective.

Financial Considerations: There are no costs involved in with this contract amendment.

Legal Considerations: The amendment Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the amendment Agreement for banking services and authorize the Mayor to sign.

Attachment: Amendment to Banking Services Agreement

**AMENDMENT NO. 2
TO
BANKING SERVICES AGREEMENT**

THIS AMENDMENT NO. 2 to the AGREEMENT, made and entered into on this ____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS (hereinafter the "City") and INTRUST BANK, N.A. (Intrust Bank).

WHEREAS, the City and Intrust Bank are parties to original Agreement, dated January 7, 2003, under Formal Proposal 1999-39 and Amendment No. 1 dated May 20, 2008, in which Intrust Bank provides necessary banking services, and

WHEREAS, said Agreement will expire by its terms on December 1, 2008, and the parties wish to extend the same in order to permit the City ample time to solicit, receive and evaluate proposals for the provision of said services in the future.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

1. The original Agreement is hereby extended for the period of December 2, 2008 through May 31, 2009. All provisions of the original Agreement and Amendment No. 1 other than the provisions for termination as of December 1, 2008, shall remain as originally set out and in full force and effect through May 31, 2009.
2. In the event that the extension provided for above is not sufficient to permit the City to solicit, receive and evaluate proposals for banking services, the parties agree that the Agreement may be further extended upon mutual consent of the City and Intrust Bank.

IN WITNESS WHEREOF, by the signatures affixed below, the parties have set their hands and seals the day and year first above written.

CITY OF WICHITA, KANSAS

INTRUST BANK, N.A.

By: _____
Carl Brewer, Mayor

Signature

Title (President or Corporate Officer)

ATTEST:

City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

Second Reading Ordinances for December 02, 2008 (first read on November 25, 2008)

ZON2008-34 and CUP2008-24 ZON2008-00034 associated with (CUP2008-00024) – Zone change from TF-3 Two-family, B Multi-family, and MF-29 Multi-family Residential to LC Limited Commercial, DP-261 Amendment #1 to add 3.4 acres to the Community Unit Plan and add four parcels, with the expansion area being east and west of Dellrose, north of Orme, on the east side of Pershing extending 50 feet south of the CUP boundary and between Oliver and Glendale extending 120 feet south of the existing CUP boundary (including Eilerts Street right-of-way). (District III)

ORDINANCE NO. 48-123

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.